CITY COUNCIL OF MONTEREY PARK
AND THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY
AGENDA

REGULAR MEETING
Monterey Park City Hall Council Chambers
320 W. Newmark Avenue, Monterey Park, CA 91754

Wednesday
January 18, 2017
7:00 PM

MISSION STATEMENT
The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at **www.montereypark.ca.gov.**

PUBLIC COMMENTS ON AGENDA ITEMS

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers.

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

This Agenda includes items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER	**Mayor**
FLAG SALUTE	**The Monterey Park Police Explorers**
ROLL CALL	**Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS (Related to Items NOT on the Agenda). While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION

1-A. LOS ANGELES COUNTY CHIEFS ASSOCIATION

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF JANUARY 18, 2017

It is recommended that the City Council (acting on behalf of the Successor Agency):

(1) Approve payment of warrants and adopt Resolution No. _____of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated January 18, 2017 totaling $2,000.00 and specifying the funds out of which the same are to be paid; and

(2) Take such additional, related, action that may be desirable.

2-B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT - DECEMBER 2016

It is recommended that the City Council (acting on behalf of the Successor Agency):

(1) Receive and file the Monthly Investment Report; and

(2) Take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR - None.

[4.] PUBLIC HEARING - None.

[5.] OLD BUSINESS - None.

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JANUARY 18, 2017

It is recommended that the City Council:

(1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated January 18, 2017 totaling $501,698.11 specifying the funds out of which the same are to be paid; and

(2) Take such additional, related, action that may be desirable.

6-B. MONTHLY INVESTMENT REPORT - DECEMBER 2016

It is recommended that the City Council:

(1) Receive and file the monthly investment report; and

(2) Take such additional, related, action that may be desirable.

6-C. PROFESSIONAL SERVICE AGREEMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS PROGRAM SERVICES

It is recommended that the City Council consider:

(1) Authorizing the Interim City Manager to enter into 3-year professional service agreements with Priscila Davila & Associates and HP Housing Programs to provide CDBG and HOME services in a form approved by the City Attorney; and

(2) Take such additional, related, action that may be desirable.

6-D. AWARD OF FRANCHISE AGREEMENTS FOR RESIDENTIAL AND COMMERCIAL WASTE COLLECTION AND RECYCLING SERVICES

It is recommended that the City Council consider:

(1) Awarding an exclusive franchise contract for residential waste collection and recycling services to Athens Services;

(2) Awarding non-exclusive franchise contracts for commercial waste collection and recycling services to Ware Disposal, Athens Services, and/or NASA Services, or an exclusive contract to Ware Disposal;

(3) Adopting a resolution making findings in accordance with CEQA, adopting a Negative Declaration, and authorizing the Mayor to execute franchise agreements in a form approved by the City Attorney in accordance with Monterey Park Municipal Code Chapter 6.09; or

(4) Take such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The proposed actions for awarding solid waste franchises (the “Project”) were reviewed in accordance with the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., “CEQA”) and the CEQA Guidelines (14 California Code of Regulations §§15000, *et seq*.). The Project is categorically exempt CEQA Guidelines § 15301 (“Existing Facilities”) and § 15061(b)(3) (the “Common Sense Exemption”). Moreover, none of the exceptions to the categorical exemptions contained in CEQA Guidelines § 15300.2 are applicable to the Project.

CEQA Guidelines § 15301 exempts

> “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structure, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.”

Here, the City Council is contemplating the award of franchises for solid waste collection, transportation, and recycling services. The franchises with the existing solid waste service provider expires on August 31, 2017. MPMC Chapter 6.09 (approved by voters through Measure BB) generally requires that the City use a competitive bidding process to choose solid waste service franchisees not later than August 31, 2017. Pursuant to the MPMC, an exclusive franchise will be awarded for residential accounts and up to three may be awarded for commercial accounts.

The services provided pursuant to the Project would be identical to, or substantially the same as, that currently being provided throughout the City. Therefore, the decision to approve the Project involves the operation and use of existing facilities and equipment; it does not involve an expansion of use. Consequently, the Project is exempt from additional environmental review pursuant to CEQA Guidelines § 15301.

CEQA Guidelines § 15061(b)(3) also exempts the Project from additional environmental review. That Section provides that

> "[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Here, the Project will not have a significant impact on the environment because the future services will be identical to, or substantially the same as, the solid waste collection, transportation and recycling services currently being provided. As is the case with the current service provider, Compressed Natural Gas (CNG) powered trash collection vehicles will be utilized. Therefore, no increases in air pollutants or GHG emissions over the baseline conditions are expected. Vehicle routing will be the same or substantially similar to that currently utilized and the City will retain the power to approve all routes before the franchise periods begin. This will allow the City to ensure that arterial streets and intersections with Level of Service (LOS) issues can be avoided during peak hours.

Furthermore, as is the case with the existing solid waste service providers, collection may not commence before 7:00 a.m. or continue after 6:00 p.m. Solid waste franchisees must comply with MPMC Chapter 9.53 which regulates noise. All vehicles will be subject to annual noise level testing and certification by the City.

Even though the project is categorically exempt from CEQA review, the City nevertheless prepared an Initial Study for the purpose of providing additional analysis and information to the decision makers and the public. The Initial Study confirms that the project could not have a significant effect on the environment and, therefore, a Negative Declaration was prepared.

A Notice of Availability/Notice of Intent to Adopt a Negative Declaration was posted at the Los Angeles County Registrar-Recorder/County Clerk on December 28, 2016.

6-E. ADOPTING A RESOLUTION AUTHORIZING ADVERTISEMENT FOR IMPROVEMENTS OF THE EXISTING GARVEY RANCH PARK BASKETBALL COURTS

It is recommended that the City Council consider:

(1) Adopting a resolution authorizing staff to advertise for the Improvements of the Existing Garvey Ranch Park Basketball Courts; and

(2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

6-F. PURCHASE OF PARTS AND MATERIALS FOR WATER PIPELINES

It is recommended that the City Council consider:

(1) Authorizing the City Manager to enter into separate one-year contracts with Dangelo Co., Western Water Works Supply Co., S&J Supply Co., Inc., HD Supply, and United Water, in a form approved by the City Attorney, for a combined total not to exceed $150,000 to purchase water pipeline parts and materials; and

(2) Take such additional, related, action that may be desirable.

6-G. APPROVAL OF RESOLUTION TO CHANGE STREET NAME FROM GREENWOOD AVENUE TO MARKET PLACE DRIVE, AND ACCEPT RENAMED PORTION OF MARKET PLACE DRIVE INTO CITY'S ROADWAY SYSTEM

It is recommended that the City Council consider:

(1) Adopting a resolution changing the street name of Greenwood Avenue to Market Place Drive, and accepting the renamed portion of Market Place Drive into the City's roadway system; and

(2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Project is exempt from further review under the CEQA Regulations pursuant to CEQA Guidelines §§ 15061(b)(3) (the "Common Sense Exemption") and 15301 ("Existing Facilities").

[7.] COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

[8.] CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE).

ADJOURN

ORAL AND WRITTEN COMMUNICATIONS

PRESENTATION

City Council Staff Report

DATE: **January 18, 2017**

AGENDA ITEM NO: (SA) New Business
Agenda Item 2-A.

TO: The Honorable Mayor and City Council

FROM: Chu Thai, Director of Management Services
Annie Yaung, CPFO, Controller

SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of
January 18, 2017

RECOMMENDATION:

It is recommended that the City Council:

(1) Approve payment of warrants and adopt Resolution No. _____of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **January 18, 2017 totaling $2,000.00** and specifying the funds out of which the same are to be paid; and

(2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **336-336.**

BACKGROUND:

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

FISCAL IMPACT:

Disbursements from all funds total **$2,000.00.**

Respectfully submitted:

Chu Thai
Director of Management Services

Prepared by:

Annie Yaung, CPFO
Controller

Approved By:

Ron Bow
Interim City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1
Resolution

RESOLUTION NO. SA-_____

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
18TH DAY OF JANUARY 2017
TOTALING $2,000.00 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY DOSE RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

Atlantic/Garvey Projects	$	1,000.00
Merged Project Projects		1,000.00
Total	$	2,000.00

PASSED, APPROVED AND ADOPTED THE 18TH DAY OF JANUARY 2017.

Mitchell Ing, Mayor
City of Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park, California

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 18th day of January 2017 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 2
Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/18/2017

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
U S BANK	0870-801-1203-31950	1,000.00	MERGED BONDS TRUSTEE FEE		336	
	0860-801-1203-31950	1,000.00	ATLANTIC/GARVEY TRUSTEE FEE		336	
						2,000.00
	TOTAL FOR REGULAR WARRANTS					**2,000.00**
	PRINTED	2,000.00				
	E-PAYABLE	0.00				

TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	2,000.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	2,000.00
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	1
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/18/2017
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	0.00	1,000.00	1,000.00
0870	MERGED CAPITAL PROJECTS	0.00	1,000.00	1,000.00
	TOTAL	**0.00**	**2,000.00**	**2,000.00**

City Council Staff Report

DATE: January 18, 2017

AGENDA ITEM NO: (SA) New Business Agenda Item 2-B.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Controller

SUBJECT: Successor Agency Monthly Investment Report – December 2016

RECOMMENDATION: It is recommended that the City Council:

(1) Receive and file the Monthly Investment Report; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of December 31, 2016 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	143,139.50
• Successor Agency (SA) RORF	31,595.00
Total	$ 174,734.50

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

Respectfully submitted and prepared by:

Annie Yaung, CPFO
Controller

Approved by:

Ron Bow
Interim City Manager

City Council Staff Report

DATE: **January 18, 2017**

AGENDA ITEM NO: New Business
Agenda Item 6-A.

TO: The Honorable Mayor and City Council

FROM: Chu Thai, Director of Management Services
Annie Yaung, CPFO, Controller

SUBJECT: Warrant Register for the City of Monterey Park of **January 18, 2017**

RECOMMENDATION:

It is recommended that the City Council:

(1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **January 18, 2017 totaling $501,698.11** specifying the funds out of which the same are to be paid; and

(2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **312577-312705** and e-Payables numbered **000509-000516.**

BACKGROUND:

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

FISCAL IMPACT:

Disbursements from all funds total **$501.698.11.**

Respectfully submitted:

Chu Thai
Director of Management Services

Prepared by:

Annie Yaung, CPFO
Controller

Approved By:

Ron Bow
Interim City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1
Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 18TH DAY OF JANUARY 2017 TOTALING $501,698.11 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

General Fund	$	305,860.93
State Gas Tax Fund		6,074.40
Refuse Fund		35,143.76
City Shop Fund		4,135.94
General Liability Fund		375.00
Payroll Clearing Account		540.00
Public Safety Impact Fee		39.24
Special Deposits Fund		5,238.54
Water Fund		13,953.72
Water Treatment Fund		27,421.51
OPA Proposition A		71,259.64
Measure R Fund		2,297.73
Library Tax Fund		853.33
STC Standards/Training/Corrections		146.89
POST		2,919.47
Asset Forfeiture		11,411.13
Air Quality Improvement Fund		5,931.00
Prop C		209.65
CDBG Fund		5,176.84
Maintenance District 93-1		361.39
ELAC Instructional Serv Prog		2,348.00
TOTAL	$	501,698.11

PASSED, APPROVED AND ADOPTED THE 18TH DAY OF JANUARY 2017.

Mitchell Ing, Mayor
City of Monterey Park, California

ATTEST

Vincent D. Chang, City Clerk
City of Monterey Park, California

RESOLUTION NO.
Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 18th day of January 2017 by the following vote of the Council:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 2
Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/18/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AMC CARD PROCESSING SERVICES INC	0075-450-0075-08370	512.50	EE SERVICES PROGRAM (TRUST)		312577	
	0010-801-1801-32200	9.95	EE SERVICES PROGRAM		312577	
						522.45
APPLEONE EMPLOYMENT SERVICES	0010-801-3205-31950	385.70	TEMPORARY STAFFING SERVICES		312588	
	0010-801-3205-31950	177.49	TEMPORARY STAFFING SERVICES		312588	
	0010-801-1704-31950	679.24	TEMPORARY STAFFING SERVICES		312588	
	0010-801-1704-31950	932.72	TEMPORARY STAFFING SERVICES		312588	
						2,175.15
AT & T	0010-801-3112-32050	422.57	PHONE SERVICE		312578	
	0022-801-4206-32050	627.99	PHONE SERVICE		312578	
	0092-801-4222-32050	117.01	PHONE SERVICE		312578	
						1,167.57
	0010-801-3112-32050	52.63	PHONE SERVICE		312589	
						52.63
AT&T	0010-801-1404-32050	622.79	INTERNET/PHONE SERVICE		312579	
	0043-801-1404-32050	458.89	INTERNET/PHONE SERVICE		312579	
	0092-801-1404-32050	557.23	INTERNET/PHONE SERVICE		312579	
	0010-801-3112-32050	1,166.06	INTERNET/PHONE SERVICE		312579	
	0010-801-1408-32050	237.08	INTERNET/PHONE SERVICE		312579	
	0010-801-3112-32050	158.06	INTERNET/PHONE SERVICE		312579	
	0010-801-3201-32050	79.03	INTERNET/PHONE SERVICE		312579	
	0010-801-6001-32050	26.34	INTERNET/PHONE SERVICE		312579	
	0169-801-2201-32050	26.34	INTERNET/PHONE SERVICE		312579	
						3,331.82
CALIFORNIA ASSOCIATION OF	0065-464	540.00	LTD FIREFIGHTERS		312590	
						540.00
CHARTER COMMUNICATIONS	0010-801-3201-32050	591.78	INTERNET/CABLE SERVICE		312580	
						591.78

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/18/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DIRECTV,LLC	0010-801-3230-32050	122.99	EOC SERVICES		312581	122.99
DOUBLETREE GUEST SUITES (DBA)	0136-801-3101-33250	620.55	POST TRAINING		312591	620.55
	0136-801-3101-33250	496.44	POST TRAINING		312592	496.44
EXPRESS SERVICE, INC	0010-801-1801-31950	669.18	TEMPORARY STAFFING SERVICES		312582	669.18
	0010-801-1801-31950	527.80	TEMPORARY STAFFING SERVICES		312593	527.80
FOREVER MONUMENT INC	0075-450-0075-08615	4,500.00	CENTENNIAL MONUMENT (TRUST)		312583	4,500.00
III (INTERVIEWS &	0136-801-3101-33250	230.00	POST TRAINING		312594	230.00
GUSTAVO JIMENEZ JR	0136-801-3101-33250	250.00	POST TRAINING		312595	250.00
	0136-801-3101-33250	200.00	POST TRAINING		312596	200.00
KOA CORPORATION	0092-850-4225-82246	2,740.00	WATER SYSTEM IMPROVEMENT	16-0422	312584	2,740.00
MONTEREY PARK PETTY CASH	0010-801-6505-33100	29.16	PETTY CASH-MILEAGE		312585	
	0075-450-0075-08550	54.00	PETTY CASH-SUPPLIES (TRUST)		312585	
	0075-450-0075-08550	20.00	PETTY CASH-SUPPLIES (TRUST)		312585	
	0043-801-4212-39300	50.00	PETTY CASH-EE OF THE YEAR		312585	
	0092-801-4220-21350	50.00	PETTY CASH-EE OF THE YEAR		312585	
	0043-801-4212-39300	50.00	PETTY CASH-EE OF THE YEAR		312585	
	0075-450-0075-08615	5.95	PETTY CASH-SUPPLIES (TRUST)		312585	
	0010-801-4212-33100	15.66	PETTY CASH-MILEAGE		312585	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/18/2017

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-6502-31150	87.73	PETTY CASH-SUPPLIES		312585	
	0075-450-0075-08550	80.32	PETTY CASH-SUPPLIES (TRUST)		312585	
	0075-450-0075-08550	14.17	PETTY CASH-SUPPLIES (TRUST)		312585	
	0043-801-4212-39300	75.00	PETTY CASH-RECORDING FEE		312585	
	0043-801-4212-39300	50.72	PETTY CASH-RECORDING FEE		312585	
						582.71
MRS. CATHERINE TIONG	0092-701-0092-07520	3,405.23	REFUND WATER INSTALLATION		312597	
						3,405.23
NANCY NGUYEN	0159-701-0159-07020	125.00-	VOID CHECK		311779	
						125.00-
	0159-701-0159-07020	125.00	REFUND RECREATION CLASS		312598	
						125.00
PACIFIC TELEMANAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		312586	
						228.00
BRIAN PFLUGHOFT	0136-801-3101-33250	54.00	POST TRAINING		312599	
						54.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-31750	4.87	POSTAGE		312600	
	0010-801-1301-32200	46.37	POSTAGE		312600	
	0010-801-1403-32200	53.43	POSTAGE		312600	
	0010-801-1406-32200	152.52	POSTAGE		312600	
	0010-801-1407-32200	93.01	POSTAGE		312600	
	0010-801-1701-32200	8.73	POSTAGE		312600	
	0010-801-1702-32200	6.51	POSTAGE		312600	
	0010-801-1703-32200	2.53	POSTAGE		312600	
	0010-801-1801-32200	4.65	POSTAGE		312600	
	0010-801-1802-32200	0.93	POSTAGE		312600	
	0010-801-3101-32200	5.93	POSTAGE		312600	
	0010-801-3102-32200	11.08	POSTAGE		312600	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3104-32200	10.89	POSTAGE		312600	
	0010-801-3114-32200	73.11	POSTAGE		312600	
	0010-801-3120-32200	0.46	POSTAGE		312600	
	0010-801-3201-32200	16.46	POSTAGE		312600	
	0010-801-3205-32200	95.47	POSTAGE		312600	
	0010-801-3210-32200	4.52	POSTAGE		312600	
	0010-801-3220-32200	2.80	POSTAGE		312600	
	0010-801-6001-32200	33.49	POSTAGE		312600	
	0010-801-6502-32200	327.48	POSTAGE		312600	
	0043-801-1201-32200	0.67	POSTAGE		312600	
	0043-801-4212-32200	7.73	POSTAGE		312600	
	0075-450-0075-09230	51.60	POSTAGE (TRUST)		312600	
	0092-801-4220-32200	30.81	POSTAGE		312600	
	0092-801-4223-32200	0.46	POSTAGE		312600	
						1,046.51
RUDY CONTRERAS	0136-801-3101-33250	250.00	POST TRAINING		312601	
						250.00
SPRINT CORPORATION	0010-801-3115-38400	1,132.48	MOBILE DATA SERVICE	17-0126	312602	
						1,132.48
SWRCB FEES	0093-801-4226-41100	11,877.00	PERMIT FEE FOR WELL #5		312603	
	0093-801-4229-41100	5,938.50	PERMIT FEE FOR DELTA PLANT		312603	
	0093-801-4230-41100	5,938.50	PERMIT FEE FOR DELTA PLANT		312603	
						23,754.00
LESLIE TENG	0092-701-0092-07520	3,375.00-	VOID CHCEK		312264	
	0092-701-0092-07550	1,636.00-	VOID CHCEK		312264	
						5,011.00-
VERIZON WIRELESS	0010-801-3205-32050	24.56	WIRELESS VOICE & DATA SERVICE		312587	
	0010-801-3210-32050	187.73	WIRELESS VOICE & DATA SERVICE		312587	
	0010-801-3220-32050	128.97	WIRELESS VOICE & DATA SERVICE		312587	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						341.26
VERIZON WIRELESS	0010-801-1408-32050	247.66	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-1702-32050	8.11	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-1703-32050	38.01	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-3112-32050	229.46	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-4209-32050	48.95	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-4212-32050	20.21	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-6517-32050	8.97	WIRELESS VOICE & DATA SERVICE		312604	
	0092-801-4220-32050	0.22	WIRELESS VOICE & DATA SERVICE		312604	
	0092-801-4221-32050	40.99	WIRELESS VOICE & DATA SERVICE		312604	
	0092-801-4222-32050	0.36	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-3104-38400	38.01	WIRELESS VOICE & DATA SERVICE		312604	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		312604	
						756.97
	TOTAL FOR PREPAID WARRANTS					**45,278.52**
	PRINTED	45,278.52				
	E-PAYABLE	0.00				

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	175.00	POLICE TRAINING	17-0083	509 *	175.00
ADVANCE PEST TERMITE CONTROL	0010-801-3113-38100	43.00	PEST CONTROL		312605	
	0010-801-3113-38100	43.00	PEST CONTROL		312605	86.00
ALLSTAR FIRE EQUIPMENT INC.	0060-801-3210-38400	275.26	FIRE SUPPLIES		312606	275.26
ALLWAYS BEST INC (DBA)	0010-801-1301-31750	600.00	ELECTION OUTREACH SUPPLIES		312607	600.00
ANIMAL PEST MANAGEMENT SVCS	0010-801-3111-31950	3,000.00	TRAPPING SERVICES	17-0339	510 *	3,000.00
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	23.50	FIRE UNIFORM SERVICES		312608	
	0010-801-3210-39050	6.57	FIRE UNIFORM SERVICES		312608	
	0010-801-3210-39050	20.68	FIRE UNIFORM SERVICES		312608	
	0010-801-3210-39050	9.71	FIRE UNIFORM SERVICES		312608	60.46
BRENT ARCHIBALD	0010-801-3103-22310	136.25	POLICE UNIFORM		312609	
	0010-801-3103-22310	456.71	POLICE UNIFORM		312609	592.96
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS	17-0078	312610	
	0010-801-3104-31950	1,350.00	BACKGROUND INVESTIGATIONS	17-0078	312610	2,250.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23050	68.34	PLUMBING SUPPLIES	17-0239	511 *	68.34
ATHENS SERVICES	0092-801-4223-37300	100.00	WATER TRASH DISPOSAL SERVICES		312611	100.00
DARREN BRADEN	0010-801-1801-39400	906.16	TUITION REIMBURSEMENT		312612	906.16

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BUSY BEE MESSENGER SERVICE INC	0010-801-1301-31750	157.50	MESSENGER SERVICE		312613	157.50
CALIFORNIA FRAME & AXLE (DBA)	0060-801-3210-38400	879.33	FIRE REPAIR ENGINE 63		312614	879.33
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	105.78	WATER SERVICE		312615	
	0092-801-4222-36300	37.55	WATER SERVICE		312615	
	0092-801-4222-36300	302.59	WATER SERVICE		312615	
	0092-801-4222-36300	18.07	WATER SERVICE		312615	463.99
CALOX, INC	0010-801-3220-24200	29.75	FIRE MEDICAL SUPPLIES		312616	
	0010-801-3220-24200	21.25	FIRE MEDICAL SUPPLIES		312616	51.00
CARL WARREN & COMPANY	0062-801-5101-35600	375.00	LIABILITY CLAIMS-N CHOI		312617	375.00
CHRISTINA BRAVO	0010-801-3210-39050	18.75	FIRE UNIFORM CLEANING		312618	
	0010-801-3210-39050	15.00	FIRE UNIFORM CLEANING		312618	
	0010-801-3210-39050	7.50	FIRE UNIFORM CLEANING		312618	
	0010-801-3210-39050	15.00	FIRE UNIFORM CLEANING		312618	56.25
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,430.26	PARKING CITATIONS SERVICE		312619	3,430.26
COMPLETE LANDSCAPE CARE, INC.	0010-801-6516-31190	5,800.00	LANDSCAPE MAINTENANCE	17-0364	312620	
	0010-801-6516-31190	5,800.00	LANDSCAPE MAINTENANCE	17-0364	312620	11,600.00
COMPUTER SERVICE COMPANY	0010-801-4206-38400	8,033.03	TRAFFIC SIGNAL MAINTENANCE	17-0367	312621	
	0010-801-4206-38400	4,244.00	TRAFFIC SIGNAL MAINTENANCE	17-0367	312621	
	0010-801-4206-38400	4,213.69	TRAFFIC SIGNAL MAINTENANCE	17-0367	312621	
	0010-801-4206-38400	4,244.00	TRAFFIC SIGNAL MAINTENANCE	17-0367	312621	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COMPUTER SERVICE COMPANY	0010-801-4206-38400	4,244.00	TRAFFIC SIGNAL MAINTENANCE	17-0367	312621	24,978.72
PATRICIA CRUZ	0010-801-1801-39400	1,668.84	TUITION REIMBURSEMENT		312622	1,668.84
DAILY JOURNAL CORPORATION	0043-801-1301-34050	840.00	LEGAL NOTICE	17-0073	312623	
	0043-801-1301-34050	840.00	LEGAL NOTICE	17-0073	312623	1,680.00
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	1,637.65	LEGAL FEES-COMM DEVELOPMENT	17-0043	312624	1,637.65
DEPARTMENT OF JUSTICE	0010-801-1801-39550	160.00	FINGERPRINT PROCESSING		312625	
	0010-801-1801-39550	164.00	FINGERPRINT PROCESSING		312625	
	0010-701-0010-03710	878.00	FINGERPRINT PROCESSING		312625	1,202.00
DIVERSIFIED ALARM SERVICE	0010-801-5004-99021	28,475.00	MONITORING SERVICES		512 *	28,475.00
DOUBLETREE GUEST SUITES (DBA)	0136-801-3101-33250	496.44	POST TRAINING		312626	496.44
ECHOSAT, INC.	0010-701-0010-06940	39.95	CNG STATION MERCHANT FEE		312627	39.95
EMPIRE CLEANING SUPPLY	0010-801-3113-22600	141.48	JANITORIAL SUPPLIES		513 *	
	0010-801-6517-22150	1,334.16	JANITORIAL SUPPLIES	17-0110	513 *	1,475.64
ENTENMANN-ROVIN COMPANY (DBA)	0010-801-3210-22300	1,535.44	BADGES		312628	1,535.44
ENVIRONMENTAL COMPLIANCE PRODUCTS,	0043-801-5004-96052	17,500.00	CITY YARD METAL ROOF	17-0245	312629	
	0022-801-4202-31950	2,454.60	CITY YARD METAL ROOF	17-0245	312629	19,954.60
EZEQUIEL LOPEZ VELASCO (DBA) EFFIC]	0010-801-3113-38250	2,326.88	JAIL JANITORIAL SERVICES	17-0372	312630	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,326.88
FEDERAL EXPRESS CORP.	0010-801-3103-22750	29.13	CARRIER SERVICES		312631	
	0043-801-4212-32200	26.29	CARRIER SERVICES		312631	
						55.42
FIRST TRANSIT INC	0109-801-4201-31960	65,109.86	SPIRIT BUS OPERATION	17-0123	312632	
	0109-701-0109-07680	3,163.22-	SPIRIT BUS FARE		312632	
	0166-801-4201-31960	209.65	SPIRIT BUS GPS	17-0123	312632	
						62,156.29
NADIA FLORES	0010-701-0010-02010	150.00	REFUND BUSINESS LICENSE		312633	
	0010-701-0010-02020	1.00	REFUND STATE FEE		312633	
						151.00
FOOTHILL FIRE CHIEFS ASSN.	0010-801-3201-39300	125.00	FIRE MEMBERSHIP		312634	
						125.00
GRICELDA GOMEZ	0010-801-3210-39050	14.57	FIRE-UNIFORM CLEANING		312635	
	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		312635	
	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		312635	
						49.69
GOVCONNECTION INC.	0010-801-6517-39400	254.27	COMPUTER SUPPLIES		312636	
						254.27
ARLENE GUEVARA	0010-801-3103-22750	300.24	POLICE TRIANING		312637	
						300.24
SCOTT HABERLE	0349-801-3201-39400	188.00	FIRE CLASS REFRESHMENT		312638	
						188.00
HDL COREN & CONE	0010-801-1403-31400	76.00	PROPERTY TAX SERVICES	17-0357	312639	
						76.00
HOLLIDAY ROCK CO INC	0110-801-4202-23600	1,073.18	STREET-REPAIR SUPPLIES		312640	
	0110-801-4202-23600	1,224.55	STREET-REPAIR SUPPLIES		312640	
						2,297.73

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOME DEPOT CREDIT SERVICES	0010-801-6517-22400	91.04	HARDWARE SUPPLIES	17-0108	312641	
	0010-801-6517-23100	7.61	HARDWARE SUPPLIES	17-0108	312641	
	0022-801-4206-23900	237.73	HARDWARE SUPPLIES	17-0214	312641	
	0092-801-4223-23400	161.07	HARDWARE SUPPLIES	17-0141	312641	
						497.45
HOUSING RIGHTS CENTER	0169-801-2201-41200	2,500.00	FAIR HOUSING	17-0373	312642	
						2,500.00
MITCHELL ING	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		312643	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		312643	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		312643	
						200.00
GUSTAVO JIMENEZ JR	0136-801-3101-33250	200.00	POST TRAINING		312644	
						200.00
JOHN L. HUNTER & ASSOC.,INC.	0043-801-4203-31950	5,213.75	NPDES SERVICES	17-0321	312645	
						5,213.75
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	833.00	MEDICAL DIRECTOR SERVICES	17-0317	312646	
						833.00
JW SUPPLIES	0010-701-0010-02010	37.50	REFUND BUSINESS LICENSE		312647	
						37.50
JWA URBAN CONSULTANTS INC	0169-801-2201-31850	2,650.50	CDBG CONSULTING		312648	
						2,650.50
K MAINVAL LLC	0010-701-0010-02010	75.00	REFUND BUSINESS LICENSE		312649	
	0010-701-0010-02020	1.00	REFUND STATE FEE		312649	
						76.00
KNIGHT COMMUNICATIONS INC	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	17-0122	312650	
	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE		312650	
	0010-801-1404-38400	464.96	SYSTEM MANAGEMENT SERVICE		312650	
	0043-801-1404-38400	548.29	SYSTEM MANAGEMENT SERVICE		312650	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0092-801-1404-38400	714.97	SYSTEM MANAGEMENT SERVICE		312650	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE		312650	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE		312650	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE		312650	
	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE		312650	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE		312650	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE		312650	
	0022-801-4202-38400	524.08	SYSTEM MANAGEMENT SERVICE		312650	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE		312650	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE		312650	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE		312650	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE		312650	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE		312650	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE		312650	
						23,292.05
KNOWLES-MCNIFF	0010-801-1404-31700	783.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0043-801-1404-31700	3,850.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0092-801-1404-31700	3,908.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0010-801-3115-31700	599.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0010-801-3220-31700	209.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0092-801-4221-31700	989.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0093-801-4226-31700	212.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0093-801-4227-31700	259.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0093-801-4228-31700	212.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0093-801-4229-31700	199.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0093-801-4231-31700	265.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0093-801-4232-31700	212.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
	0010-801-6001-31700	803.00	FINANCE SOFTWARE MAINTENANCE	17-0002	312651	
						12,500.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LAC/USC MEDICAL CENTER	0010-801-3104-31950	730.00	INVESTIGATION SERVICE		312652	
						730.00
LEADER INDUSTRIES	0010-850-5002-96086	155,967.27	AMBULANCE CHASSIS	16-0668	312653	
	0010-801-3210-38400	0.50	AMBULANCE CHASSIS		312653	
						155,967.77
LIEBERT CASSIDY WHITMORE	0043-801-1601-31600	1,763.00	LEGAL SERVICES-GENERAL		312654	
	0043-801-1601-31600	1,930.50	LEGAL SERVICES-POA NEGOTIATION		312654	
	0043-801-1601-31600	1,248.00	LEGAL SERVICES-PCOA MOU REVIEW		312654	
	0043-801-1601-31600	78.00	LEGAL SERVICES-FA MOU REVIEW		312654	
	0010-801-1801-31955	563.50	LEGAL SERVICES-MS DISCIPLINE		312654	
						5,583.00
LIFE-ASSIST INC	0010-801-3220-22350	651.44	FIRE SUPPLIES	17-0079	312655	
	0010-801-3220-22350	133.60	FIRE SUPPLIES	17-0079	312655	
	0010-801-3220-24200	992.25	FIRE SUPPLIES	17-0079	312655	
	0010-801-3220-24200	501.40	FIRE SUPPLIES	17-0079	312655	
	0010-801-3220-24200	196.98	FIRE SUPPLIES	17-0079	312655	
						2,475.67
LOGAN SUPPLY CO., INC.	0092-801-4223-23100	233.15	WATER SUPPLIES/TOOLS	17-0163	312656	
						233.15
LOS ANGELES COUNTY DEPT OF	0010-701-0010-06850	3,137.90	INDUSTRIAL WASTE INSPECTION		312657	
	0010-701-0010-06850	953.63	INDUSTRIAL WASTE PERMIT		312657	
						4,091.53
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	1,240.72	FIRE TRUCK REPAIR	17-0320	312658	
						1,240.72
LOS ANGELES COUNTY POLICE	0010-801-3101-39300	500.00	POLICE MEMBERSHIP		312659	
						500.00
LOS ANGELES COUNTY SHERIFF'S	0160-801-3103-31950	986.13	HELICOPTER SERVICES		312660	
						986.13

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LOS ANGELES TIMES	0010-801-3113-39350	57.36	SUBSCRIPTION		312661	57.36
MAK FIRE PROTECTION ENGINEERING & (	0010-701-0010-06330	170.00	FIRE PLAN CHECK	17-0080	312662	170.00
ADAM MALOUF	0092-801-1801-39400	567.00	TUITION REIMBURSEMENT		312663	567.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	245.11	WATER SUPPLIES	17-0169	312664	
	0092-801-4222-23400	29.13	WATER SUPPLIES	17-0169	312664	
	0092-801-4222-23700	95.72	WATER SUPPLIES	17-0169	312664	
	0092-801-4222-23700	105.24	WATER SUPPLIES	17-0169	312664	475.20
ERLINDA MEDINA	0132-801-3101-33300	146.89	POLICE TRAINING		312665	146.89
DANIEL MIRELES	0092-801-4220-39400	80.00	WATER CERTIFICATION		312666	80.00
MISSION SUPER HARDWARE	0010-801-6517-23050	160.35	HARDWARE SUPPLIES	17-0114	312667	160.35
MONOPRICE, INC	0010-801-3114-21300	146.24	COMPUTER SUPPLIES		312668	146.24
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	227.65	PLUMBING SERVICES		312669	
	0010-801-4210-38100	1,963.17	PLUMBING SERVICES		312669	2,190.82
NADA BUS, INC	0109-801-4201-31950	625.00	RECREATION CHARTER SERVICES		312670	625.00
NEC CORPORATION OF AMERICA	0010-801-3230-32050	115.06	PHONE SYSTEM SERVICES		312671	115.06
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	31.02	EOC PHONE SERVICE		312672	31.02

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
O'REILLY AUTO PARTS	0060-801-3210-38400	23.97	FLEET PARTS		312673	
						23.97
OFFICE DEPOT INC.	0010-801-3114-21350	24.51	OFFICE SUPPLIES	17-0075	312674	
	0010-801-3114-21350	59.94	OFFICE SUPPLIES	17-0075	312674	
	0010-801-1406-21350	44.88	OFFICE SUPPLIES		312674	
	0010-801-6502-21250	44.88	OFFICE SUPPLIES		312674	
	0010-801-1801-21250	44.88	OFFICE SUPPLIES		312674	
	0010-801-1406-21350	47.82	OFFICE SUPPLIES		312674	
	0010-801-6502-21250	47.82	OFFICE SUPPLIES		312674	
	0010-801-1801-21250	47.80	OFFICE SUPPLIES		312674	
	0176-801-6516-21350	13.17	OFFICE SUPPLIES	17-0100	312674	
	0176-801-6516-21350	94.94	OFFICE SUPPLIES	17-0100	312674	
	0176-801-6516-21350	12.40	OFFICE SUPPLIES	17-0100	312674	
	0176-801-6516-21350	240.88	OFFICE SUPPLIES	17-0100	312674	
	0010-801-1201-21250	72.47	OFFICE SUPPLIES		312674	
	0010-801-1201-21250	96.37	OFFICE SUPPLIES		312674	
	0010-801-6001-21350	5.66	OFFICE SUPPLIES		312674	
	0010-801-6003-22450	8.69	OFFICE SUPPLIES		312674	
	0010-801-6002-21350	144.62	OFFICE SUPPLIES		312674	
	0010-801-6001-21350	26.15	OFFICE SUPPLIES		312674	
	0010-801-6001-21350	115.12	OFFICE SUPPLIES		312674	
	0010-801-6002-21350	21.18	OFFICE SUPPLIES		312674	
	0010-801-6003-22450	26.14	OFFICE SUPPLIES		312674	
	0010-801-6004-22450	62.13	OFFICE SUPPLIES		312674	
	0010-801-6006-22450	37.52	OFFICE SUPPLIES		312674	
	0010-801-6002-21350	27.24	OFFICE SUPPLIES		312674	
	0010-801-6004-22450	125.06	OFFICE SUPPLIES		312674	
	0010-801-6001-21350	72.33	OFFICE SUPPLIES		312674	
	0010-801-6003-22450	12.31	OFFICE SUPPLIES		312674	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-6002-21350	20.92	OFFICE SUPPLIES		312674	
	0010-801-6001-21350	63.98	OFFICE SUPPLIES		312674	
	0010-801-6003-22450	208.74	OFFICE SUPPLIES		312674	
	0010-801-6006-22450	7.24	OFFICE SUPPLIES		312674	
	0010-801-6006-22450	20.69	OFFICE SUPPLIES		312674	
	0010-801-6004-22450	20.92	OFFICE SUPPLIES		312674	
	0010-801-3114-21350	488.44	OFFICE SUPPLIES	17-0075	312674	
	0010-801-3114-21350	40.17	OFFICE SUPPLIES	17-0075	312674	
						2,448.01
OFFICE SOLUTIONS	0010-801-1701-21350	29.18	OFFICE SUPPLIES	17-0045	514 *	
	0010-801-1301-21350	79.35	OFFICE SUPPLIES	17-0065	514 *	
						108.53
THE PHONE GUY	0010-801-3210-24150	408.15	VOICE/DATA CABLING		312675	
						408.15
PITNEY BOWES GLOBAL FINANCIAL SERVI	0092-801-1408-37200	1,217.31	MAIL MACHINES RENTAL	17-0055	312676	
						1,217.31
PRIME CONCRETE PUMPING, INC.	0022-801-4202-22400	268.00	STREET-GRAVEL PUMP SETUP		312677	
						268.00
PROGRESS PRINTERS	0010-801-1301-22670	588.60	CERTIFICATE		312678	
						588.60
PROSOURCE FACILITY SUPPLY	0010-801-1407-38250	688.34	JANITORIAL SUPPLIES		312679	
						688.34
QUALITY CODE PUBLISHING LLC	0010-801-1301-39250	4,724.99	MUNICIPAL CODE	17-0069	312680	
						4,724.99
QUILL CORPORATION	0010-801-3205-21350	49.02	OFFICE SUPPLIES		312681	
	0010-801-3205-21350	34.15	OFFICE SUPPLIES		312681	
						83.17
MARGARET RAMIREZ	0010-801-1301-31950	25.00	COUNCIL PRESENTATION PHOTO		312682	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						25.00
RELIANT IMMEDIATE CARE MEDICAL GROU	0010-801-1801-31900	90.00	RESPIRATORY EXAMINATION		312683	
						90.00
ROBERT C. MAY (DBA) MAINSTREAM UNLI	0010-801-1802-31950	675.00	HR CONSULTING SERVICES		312684	
						675.00
ROSEMOUNT ANALYTICAL INC. ACCT#0943	0093-801-4227-23300	1,473.57	WATER TESTING SUPPLIES		312685	
						1,473.57
SAIGON DIGITAL PRINTING & COPY	0010-801-3205-39250	185.30	RETURN ENVELOPES		312686	
						185.30
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	50.94	WATER SERVICES		312687	
						50.94
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	900.00	PSYCHOLOGICAL EVALUATION		312688	
						900.00
SCOTT GOODWIN ASSOCIATES	0349-801-3201-39400	2,160.00	FIRE TRAINING		312689	
						2,160.00
SMART & FINAL #321	0010-801-3210-22150	121.89	FIRE SUPPLIES		312690	
	0010-801-3230-22200	150.00	FIRE SUPPLIES		312690	
	0010-801-3230-22750	72.69	FIRE SUPPLIES		312690	
						344.58
SOUTHERN CALIFORNIA GAS COMPANY	0109-801-5002-96067	5,931.00	CST SERVICES FEE	17-0147	312691	
	0165-801-5002-96067	5,931.00	CST SERVICES/MAINTENANCE FEE	17-0147	312691	
	0109-801-5002-96067	2,757.00	CST SERVICES/MAINTENANCE FEE	17-0147	312691	
						14,619.00
STETSON ENGINEERS, INC	0093-801-4229-31950	376.14	NPDES PERMIT APPLICATION	17-0311	312692	
	0093-801-4230-31950	376.15	NPDES PERMIT APPLICATION	17-0311	312692	
	0093-801-4226-31950	82.65	NPDES PERMIT APPLICATION	17-0311	312692	
						834.94
SUN BADGE COMPANY	0010-801-3230-22750	863.20	FIRE BADGE		312693	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SUN BADGE COMPANY	0010-801-3210-22670	226.82	FIRE BADGE		312693	1,090.02
SUNBURST DECORATIVE ROCK INC	0010-801-6517-22100	163.50	LANDSCAPING SUPPLIES	17-0094	312694	
	0010-801-6517-22100	63.48	LANDSCAPING SUPPLIES	17-0094	312694	226.98
SUPERIOR COURT OF CALIFORNIA - COUN	0010-701-0010-03620	9,047.18	CITATION PROCESSING		312695	9,047.18
SUPREME TROPHIES & GIFTS CO.	0010-801-1701-39250	10.90	NAME PLATE		312696	10.90
THAI HOUSE EXPRESS	0010-701-0010-06850	727.00	REFUND INDUSTRIAL WASTE PERMIT		312697	727.00
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	307.29	POLICE INFORMATION SERVICES	17-0084	312698	
	0010-801-3101-39350	90.69	CA EVIDENCE CODE 2017 PAMPHLET		312698	397.98
TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	37.28	UNIFORMS-R ESQUIBEL	17-0087	312699	
	0010-801-3103-22310	83.68	UNIFORMS-G ESCARSEGA	17-0087	312699	
	0010-801-3210-22310	179.85	UNIFORMS-R OLIVAREZ	17-0129	312699	
	0010-801-3210-22310	49.05	UNIFORMS-T AYALA	17-0129	312699	
	0010-801-3210-22310	92.65	UNIFORMS-S FILES	17-0129	312699	
	0010-801-3210-22310	55.22	UNIFORMS-C THOMPSON	17-0129	312699	
	0010-801-3210-22310	130.80	UNIFORMS-O MONZON	17-0129	312699	
	0010-801-3210-22310	85.02	UNIFORMS-R TULLIUS	17-0129	312699	
	0010-801-3210-22310	141.70	UNIFORMS-A MALOUF	17-0129	312699	
	0010-801-3210-22310	376.05	UNIFORMS-S GREGG	17-0129	312699	
	0010-801-3210-22310	125.35	UNIFORMS-M HALLOCK	17-0129	312699	
	0010-801-3210-22310	207.10	UNIFORMS-M OLIVAS	17-0129	312699	
	0010-801-3210-22310	109.00	UNIFORMS-K TEMPLEMAN	17-0129	312699	
	0010-801-3210-22310	305.20	UNIFORMS-T STARK	17-0129	312699	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3102-22310	26.49	UNIFORMS-R BARRERA	17-0087	312699	
	0010-801-3103-22310	53.95	UNIFORMS-D ELLIOTT	17-0087	312699	
	0010-801-3103-22310	255.06	UNIFORMS-R ESQUIBEL	17-0087	312699	
	0010-801-3103-22310	19.62	UNIFORMS-L NORRIS	17-0087	312699	
	0010-801-3104-22310	49.05	UNIFORMS-R MUNDER	17-0087	312699	
	0010-801-3101-22320	38.13	UNIFORMS-C MIRELES	17-0087	312699	
	0010-801-3103-22310	112.81	UNIFORMS-R ESQUIBEL	17-0087	312699	
	0010-801-3103-22310	354.19	UNIFORMS-M GUILLERMO	17-0087	312699	
	0010-801-3103-22310	229.00	UNIFORMS-G ZAMUDIO	17-0087	312699	
	0071-801-3120-22310	39.24	UNIFORMS-D SALAZAR	17-0087	312699	
	0010-801-3210-22320	379.32	UNIFORMS-P KANG	17-0128	312699	
						3,534.81
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	151.50	UNDERGROUND UTILITY SERVICES	17-0183	312700	
						151.50
TONY URICH	0136-801-3101-33250	122.04	POST TRAINING		312701	
						122.04
PAUL VILLALOBOS	0010-801-1801-39400	1,349.84	TUITION REIMBURSEMENT		312702	
						1,349.84
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	47.76	BLDG MAINT SUPPLIES		312703	
	0010-801-4210-23400	52.78	BLDG MAINT SUPPLIES		312703	
	0010-801-4210-23400	75.46	BLDG MAINT SUPPLIES		312703	
	0010-801-4210-23400	315.79	BLDG MAINT SUPPLIES		312703	
	0010-801-4210-23400	418.42	BLDG MAINT SUPPLIES		312703	
	0010-801-4210-23400	95.86	BLDG MAINT SUPPLIES		312703	
	0010-801-4210-23400	225.61	BLDG MAINT SUPPLIES		312703	
	0010-801-4210-23400	494.04	BLDG MAINT SUPPLIES		312703	
						1,725.72
WESTCO SERVICE COMPANY	0010-801-4210-38150	2,363.00	AIR CONDITIONING REPAIR		312704	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,363.00
WESTERN WATER WORKS SUPPLY CO.	0092-801-4222-23100	566.80	WATER PARTS/SUPPLIES	17-0258	312705	
	0092-801-4222-23100	268.40	WATER PARTS/SUPPLIES	17-0258	312705	
						835.20
WHITTIER FERTILIZER CO.	0010-801-6517-22100	132.55	PARKS SUPPLIES	17-0107	515 *	
						132.55
ZUMAR INDUSTRIES, INC.	0022-801-4206-23800	1,962.00	STREET SIGNS & SUPPLIES		516 *	
						1,962.00
	TOTAL FOR REGULAR WARRANTS					**456,419.59**
	PRINTED	421,022.53				
	E-PAYABLE	35,397.06				

* Indicates an E-Payable transaction

TOTAL FOR PREPAID WARRANTS	45,278.52
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	421,022.53
TOTAL FOR PRINTED E-PAYABLES	35,397.06
TOTAL WARRANTS	501,698.11
TOTAL VOID CHECKS	2
TOTAL PREPAID CHECKS	28
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	101
TOTAL E-PAYABLES PRINTED	8
TOTAL CHECKS ISSUED	137

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/18/2017
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	10,366.34	295,494.59	305,860.93
0022	STATE GAS TAX FUND	627.99	5,446.41	6,074.40
0043	REFUSE FUND	693.01	34,450.75	35,143.76
0060	CITY SHOP FUND	0.00	4,135.94	4,135.94
0062	GENERAL LIABILITY FUND	0.00	375.00	375.00
0065	PAYROLL CLEARING ACCOUNT	540.00	0.00	540.00
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	39.24	39.24
0075	SPECIAL DEPOSITS FUND	5,238.54	0.00	5,238.54
0092	WATER FUND	1,931.31	12,022.41	13,953.72
0093	WATER TREATMENT FUND	23,754.00	3,667.51	27,421.51
0109	OPA PROPOSITION A	0.00	71,259.64	71,259.64
0110	MEASURE R FUND	0.00	2,297.73	2,297.73
0131	LIBRARY TAX FUND	0.00	853.33	853.33
0132	STC STANDARDS/TRAINING/CORREC	0.00	146.89	146.89
0136	POST	2,100.99	818.48	2,919.47
0159	RECREATION FUND	0.00	0.00	0.00
0160	ASSET FORFEITURE	0.00	11,411.13	11,411.13
0165	AIR QUALITY IMPROVEMENT FUND	0.00	5,931.00	5,931.00
0166	PROPOSITION C	0.00	209.65	209.65
0169	CDBG FUND	26.34	5,150.50	5,176.84
0176	MAINTENANCE DISTRICT 93-1	0.00	361.39	361.39
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	2,348.00	2,348.00
	TOTAL	**45,278.52**	**456,419.59**	**501,698.11**

City Council Staff Report

DATE: January 18, 2017

AGENDA ITEM NO: New Business Agenda Item 6-B.

TO: The Honorable Mayor and City Council

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – December 2016

RECOMMENDATION: It is recommended that the City Council:

(1) Receive and file the monthly investment report; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of December 31, 2016 invested funds for the City of Monterey Park is $76,235,626.83.

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Annie Yaung, CPFO
Controller

Approved by:

Ron Bow
Interim City Manager

Chu Thai
Director of Management Services

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF DECEMBER 31, 2016

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT					
AMERICAN PLUS BANK	12/02/15	12/02/17	1.15%		240,000.00
ASIAN PACIFIC NATIONAL BANK	03/04/16	03/03/17	1.00%		200,000.00
CATHAY BANK	08/14/16	08/14/18	1.20%		100,000.00
CATHAY BANK	10/07/15	04/07/17	1.20%		150,000.00
EVERTRUST BANK	11/14/16	11/15/17	1.20%		100,000.00
EVERTRUST BANK	10/12/16	10/12/17	1.15%		150,000.00
FIRST GENERAL BANK	08/15/15	08/15/17	1.00%		240,000.00
PLAZA BANK	08/30/16	02/28/18	1.25%		245,000.00
PREFERRED BANK	06/06/16	06/06/17	1.10%		100,000.00
PREFERRED BANK	03/03/16	03/03/17	1.15%		140,000.00
TOMATO BANK, N.A.	03/04/16	03/04/17	1.10%		100,000.00
TOMATO BANK, N.A.	02/04/16	02/04/17	1.00%		140,000.00
ROYAL BUSINESS BANK	06/23/16	06/23/17	1.15%		250,000.00
CAPITAL ONE BK USA	01/22/15	01/23/17	0.70%		240,000.00
DISCOVER BANK	05/13/15	05/15/17	0.95%		240,000.00
BLUE HILLS BANK	05/30/14	05/30/17	0.95%		240,000.00
ALLY BK MIDVALE UTAH	09/17/15	09/18/17	1.25%		245,000.00
COMENITY CAP BK SALT LAKE CITY	09/21/15	09/21/18	1.70%		245,000.00
BMW BK NORTH AMERICA	09/23/15	09/18/17	1.20%		245,000.00
MERRICK BK SOUTH JORDAN UTAH	09/30/15	03/30/17	0.90%		245,000.00
KEY BANK, N.A.	09/30/15	10/02/17	1.15%		245,000.00
SALLIE MAE BANK	10/07/15	10/09/18	1.65%		245,000.00
GOLDMAN SACHS BANK	10/14/15	10/16/17	1.15%		245,000.00
CAPITAL ONE NATL BANK	10/21/15	10/23/17	1.15%		245,000.00
MEDALLION BANK	10/26/15	04/26/18	1.25%		245,000.00
WEBBANK	10/30/15	07/30/18	1.25%		245,000.00
WELLS FARGO BANK	11/12/15	11/13/18	1.40%		245,000.00
BMO HARRIS BANK	11/18/15	11/20/17	1.25%		245,000.00
BANKUNITED NATL ASSN.	11/25/15	05/24/17	0.90%		245,000.00
COMPASS BANK BIRMINGHAM	12/09/15	12/11/17	1.30%		245,000.00
CADENCE BANK	02/10/16	02/18/18	1.25%		245,000.00
SANTANDER BANK	02/17/16	08/17/17	1.00%		245,000.00
INVESTOR BANK	02/25/16	05/25/17	0.85%		245,000.00
WORLDS FOREMOST BANK	04/07/16	04/05/19	1.35%		200,000.00
JP MORGAN CHASE BANK	04/19/16	04/19/19	1.20%		245,000.00
BANK NORTH CAROLINA THOMASVILLE	05/27/16	02/27/18	1.00%		245,000.00
FIRST NATIONAL BANK	06/17/16	06/18/18	1.10%		245,000.00
AMERICAN EXPRESS CENTURION BANK	12/01/16	12/03/18	1.40%		245,000.00
FIRST MERCHANTS BANK	12/30/16	06/28/19	1.50%		245,000.00
TOTAL CDs (39)		Average	1.219%	11.10%	8,465,000.00
LA COUNTY TREASURY POOL		ON DEMAND	1.020%	88.48%	67,453,038.38
LOCAL AGENCY INVESTMENT FUND		ON DEMAND	0.610%	0.42%	317,588.45
TOTAL INVESTMENTS				100.00%	**$ 76,235,626.83**
BANK BALANCE: [1]					$ 4,100,231.03

AVERAGE MATURITY DAYS	59
AVERAGE INTEREST RATE FOR THE MONTH	1.034%

THE CITY'S INVESTMENT HAS SUFFICIENT LIQUIDITY TO MEET THE CITY'S EXPENDITURE REQUIREMENTS FOR THE NEXT 180 DAYS. THE 180-DAY LIQUIDITY DISCLOSURE IS REQUIRED PER GOVERNMENT CODE 53646.

INTEREST EARNINGS FOR 2ND QUARTER 2016-2017 (CUMULATIVE)	$ 160,521.00

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

3-MONTH T-BILL	0.51%
CERBT STRATEGY 1 FYTD RETURN:	0.92%

(1) Bank balance is maintained to cover outstanding warrants and payroll checks as well as compensated balances.

City Council Staff Report

DATE: January 18, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-C.

TO: Honorable Mayor and Members of the City Council

FROM: Michael A. Huntley, Community and Economic Development Director

SUBJECT: Professional Service Agreements for Community Development Block Grant and Home Investment Partnerships Program services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the Interim City Manager to enter into 3-year professional service agreements with Priscila Davila & Associates and HP Housing Programs to provide CDBG and HOME services in a form approved by the City Attorney; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Every year the City of Monterey Park receives Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds from the United States Department of Housing and Urban Development (HUD). Under this federal program, the City is obligated to spend HOME Investment Partnership program funds exclusively to create affordable housing for low-income households or rehabilitate existing residential dwelling unit who owner meets specific income requirements. The CDBG funds are a more flexible spending program that addresses a wide range of unique community development needs with the understanding that the City is ultimately meeting a national objective(s) that expand economic opportunities and fulfill community needs that benefit low to moderate-income households.

Due to the complexity of federal regulations and limited staffing in the Community and Economic Development Department, the City retained the services of JWA Urban Consultants to provide technical assistance and monitoring of the City's CDBG and HOME programs. The existing Professional Services Agreement has been in place since 2012. JWA had also provided similar services to the city before 2012 as well.

Staff circulated an RFP to qualified companies and individual professionals and conducted interviews with five companies that responded to the RFP. Based on the needs of the community and available funding for the services, staff is recommending that the City Council direct the City Manager to execute professional service agreements with Priscila Davila & Associates to provide CDBG and Home administrative services,

and HP Housing Programs to manage the City's Housing Rehabilitation Program and monitor the affordable housing assets in the community.

BACKGROUND:

In 2016, the Community and Economic Development Department circulated an RFP to professional consulting firms or individual professionals to provide CDBG and HOME administration services to the City of Monterey Park for a term of up to three years. On July 6, 2016, staff presented its recommendation to the City Council for consideration. Based on concerns raised by one of the consulting firms bidding on the RFP, the City Council continued the item so that the City Attorney could respond to the concerns raised by the consulting firm.

On August 3, 2016, the City Attorney's Office opined on the matter. After discussing this matter, the City Council directed staff to re-circulate the RFP and return with a recommendation to the Council.

ANALYSIS:

The Community and Economic Development Department re-circulated the request for proposal to professional consulting firms or individual professionals to provide CDBG and HOME Administration Services to the City of Monterey Park for a term of up to three years. Before recirculation, staff revised the RFP to clarify the City's ability to select either one company that could provide both CDBG and HOME services, or could select multiple consultants each providing one of the two services.

As part of the solicitation, the Department contacted seventeen (17) consulting firms or individual professionals and five (5) submitted proposals to the City for consideration. Staff has reviewed the proposal and conducted interviews. The following identifies the consultants that responded to the RFP and their cost to provide for providing services.

Consulting Firms:	Service Cost:
SJC Consultants (CDBG, HOME and/or Housing Rehabilitation)	$128,700 plus
Michael Baker International (CDBG, HOME and Housing Rehabilitation)	$114,146
Avant Garde, Inc. (CDBG, HOME and Housing Rehabilitation)	$ 97,640
Priscila Davila & Associates (CDBG and HOME)	$ 18,265
HP Housing Programs (Housing Rehabilitation)	$ 62,400

After careful consideration based on the limited funding provided from HUD to administer the CDBG and HOME programs, staff is recommending that two individual consultants be retained by the City. Staff is recommending that the City retain the services of Priscila Davila & Associates to provide CDBG and Home administrative services, and HP Housing Programs to manage the City's Housing Rehabilitation Program and monitor the affordable housing assets in the community. By and large, the community will receive

better housing rehabilitation services and the overall services provided by the consultants will be at a lower and more competitive rate. The combined cost for their base services is $80,665.

Due to the difference in the work assignments, the contract amounts will vary for each of the consultants. The annual contract amount for Priscila Davila & Associates will be set at a not to exceed amount of $25,000 annually. The annual contract amount for HP Housing Programs will be set at a not to exceed amount of $70,000 annually.

FISCAL IMPACT:

No General Fund revenue will be used to fund the programs or consulting service provided as part of these contracts. Funding to pay the contracts will come specifically from CDBG, HOME and Housing funds as identified in the City's annual budget and the Annual Action Plan.

Respectfully submitted,

By:

Michael Huntley
Director of Community and
Economic Development

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

Attachment A – Proposal: Priscila Davila & Associates
Attachment B– Proposal: Housing Programs

ATTACHMENT A
Proposal: Priscila Davila & Associates

PRISCILA DÁVILA & ASSOCIATES, INC.
1235 North Harbor Blvd., Suite 240
Fullerton, California 92832
Cell: 562.673.3388
Fax: 714.447.0042

October 13, 2016

Mr. Michael Huntley
Director of Community & Economic Development Department
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA, 91754

Subject: Request for Proposal to Provide CDBG and HOME Administration Services

Dear Mr. Huntley:

I am pleased to submit this Proposal to provide consultant services to administer the City of Monterey Park's Community Development Department Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

I have over sixteen years of professional experience working with various HUD programs. My background includes monitoring CDBG non-entitlement municipalities and non-profits for HUD compliance, managing CDBG and HOME programs as a City employee, and for the last ten years as a consultant to cities that need assistance in administering their CDBG and HOME programs. I currently provide overall CDBG and HOME program administration to three separate Los Angeles County municipalities. Services I currently provide for those cities includes preparing their Consolidated Plans, Annual Action Plans, CAPERS and any other report that is required by HUD.

In addition to my HUD qualifications, I am also knowledgeable in other areas of community development and will be able to bring that related experience to my HUD work as well.

Please feel free to contact my clients. I am confident that you will find them enthusiastically supportive my work. Priscila Dávila & Associates, Inc. is unaware of any conflict of interest in performing work for the City of Monterey Park. Should you have any questions, I can be reached at (562) 673-3388.

Sincerely,

Priscila Dávila

Priscila Dávila
Principal

Proposal

TO PROVIDE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) ADMINISTRATION SERVICES

SUBMITTED TO:

CITY OF MONTEREY PARK

SUBMITTED BY:

Priscila Dávila & Associates, Inc.
1235 North Harbor Blvd., Suite 240
Fullerton, CA 92832
(562) 673-3388 Phone
(714) 447-0042 Fax

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CONCLUSION 8

INTRODUCTION TO THE FIRM

Priscila Dávila & Associates, Inc. is a community development consulting firm that specializes in administering Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs. In addition, the company provides technical assistance, training, and cost-effective implementation services for community development and affordable housing activities. Priscila Dávila & Associates, Inc. has a ten-year history of delivering effective consulting services to local governments.

The company has extensive knowledge and working experience with HUD programs as auditors and program managers. Priscila Dávila & Associates, Inc. currently provides CDBG, HOME, and ESG program administration, prepares Five-Year Consolidated Plans, Annual Action Plans, and Consolidated Annual Performance Evaluation Reports (CAPER's), Integrated Disbursement Information System (IDIS) support, Davis-Bacon compliance, and environmental assessment as well as preparing new housing assistance programs utilizing CDBG and HOME funds to its clients.

In addition to our HUD qualifications, we are knowledgeable in other areas of community development and are able to bring those related experiences to your city, as part of our service. This will enable the City of Monterey Park to develop collaborative HUD funded programs that will satisfy multiple goals and objectives.

Although our office is located in Fullerton, California, much of our work is performed on site, as needed, at various cities. Priscila Dávila & Associates, Inc. is a single owner California corporation.

SCOPE OF SERVICES/APPROACH

We are prepared to commence work at the City's direction and time requirements. We understand the necessity of being flexible to meet your work requirements. There will be time periods where the City will require more of our services in order to attend meetings with external auditors or working though specific CDBG and HOME challenges. We want to assure you that we will be there for you.

We can provide regularly scheduled office hours at City Hall, on days and hours as to be determined by City staff, and to remain on-site during the Department of Housing and Urban Development monitoring visits. We will provide other technical assistance when requested by City staff in the areas of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

Priscila Dávila & Associates, Inc. shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following activities:

I. GENERAL ADMINISTRATION

A. Provide general assistance and recommendations to the City and its administrative agents in matters relating to the administration and execution of its Community Development Block Grant and HOME programs, as well as other CDBG related programs, including the Housing Rehabilitation Program, staff training, internal project file monitoring, CHDO Project planning, implementation services and project activity support.

II. ANNUAL ACTION PLAN(S)

A. The consultant will assist in the preparation of the Annual Action Plan consisting of the required information, to be submitted using the most up to date version of the CPMP Tool in accordance with instructions prescribed by HUD.

B. Provide assistance in compiling eligibility documentation in accordance with HUD regulations for program year funded projects, including National Objective determinations.

C. Provide assistance in preparing for Department of Housing & Urban Development program monitoring of CDBG & HOME projects, including the Housing Rehabilitation Loan Program.

D. Provide assistance with updates to the IDIS system to ensure all projects include required activity descriptions, locations, and beneficiaries.

E. Provide assistance in preparing a written procedures manual outlining implementation procedures for submittal to HUD at project monitoring.

F. Provide assistance in the preparation of a system of reporting and recordkeeping that includes the periodic updating of data in the IDIS and the establishment and maintenance of activity records sufficient to demonstrate that each activity meets the regulatory requirements of the CDBG program.

III. ENVIRONMENTAL REVIEW RECORD

A. We will prepare an Environmental Review Record for the community acceptable for HUD approval and release of Community Development Program funds. The Environmental Review Record will include, as applicable:

- A description of the project to which it relates.
- Documentation showing each step in the Environmental Review process as follows: 1. Determination of existing conditions; 2. Identification of environmental impacts; 3.

Examination of identified impacts; 4. Consideration of project modification; 5. Consideration of alternative projects.

- Documentation that the findings have been made and are supported by the Environmental Review Record.
- Documentation that the required steps in the Environmental Review process have been followed.
- Description of the existing environmental conditions.
- A copy of the publication of Notice of Request for Release of Funds.
- A copy of the Request for Release of Funds.
- We may meet with the community's Certifying Officer to review the Environmental Review Record prior to the Certifying Officer executing the Environmental Certification.

IV. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

A. We shall prepare the Consolidated Annual Performance and Evaluation Report (CAPER) for the community acceptable for HUD approval including the following:

- Executive Summary
- General Questions
- Managing the Process
- Citizen Participation
- Institutional Structure
- Monitoring
- Lead-based Paint
- Housing
- Housing Needs
- Specific Housing Objectives
- Public Housing Strategy
- Barriers to Affordable Housing
- HOME
- Homeless
- Homeless Needs
- Specific Prevention Elements
- Non-Homeless Special Needs Housing
- Community Development
- Antipoverty Strategy

V. PROGRAM INCOME DOCUMENTATION

A. Provide assistance with documentation of use of Program Income in accordance with HUD regulations.

VI. PUBLIC NOTICE DOCUMENTATION

A. Provide assistance with compliance with public notice documentation in accordance with HUD regulations.

VII. HUD PROJECT MONITORING

A. Provide assistance in preparation for and attend HUD Project Monitoring.

B. Assist with preparation of responses, as needed, to Findings and Concerns noted in HUD Project Monitoring.

RELATED EXPERIENCE

Priscila Dávila & Associates, Inc. is the best qualified firm to assist the City of Monterey Park in administrating its Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs because of our extensive knowledge of the U.S. Department of Housing and Urban Development (HUD) requirements.

We have attended and completed numerous HUD training seminars concerning the administration of the CDBG and HOME programs. A sampling of the topics includes:

- Consolidated Planning
- Rehabilitation Construction Management
- Evaluation of Lead Based Paint Hazards
- CHDO Affordable Housing
- HOME Program Primer
- IDIS Training
- Relocation
- Lead Hazard Control and Healthy Homes
- Basically CDBG
- Financial Management
- Economic Development Toolbox
- CHDO Building
- Davis-Bacon Monitoring
- Non Profits and the HOME Program
- Fair Housing
- Strategic Planning
- Affordable Housing Relocation and Tenant Assistance
- Monitoring CDBG Sub-Recipients

THE TEAM

The following staff member will be assigned to the City of Monterey Park's administration of the CDBG and HOME programs.

Priscila Dávila, Principal – Mrs. Dávila has over sixteen years of CDBG, HOME, and ESG professional experience. She has thorough knowledge of CFR Title 24 Part 570 and has an excellent command of HUD regulations. While with the Los Angeles County Community Development Commission, she was an auditor for several jurisdictions and community based organizations participating in the Urban County program and later worked as a CDBG program manager for entitlement cities such as La Habra, Huntington Park, and Baldwin Park.

As a consultant, Mrs. Dávila manages CDBG, HOME and ESG programs, trains city staff, executes contracts with subrecipients and consultants, monitors subrecipients, prepares and implements program guidelines, administers IDIS entries, completes environmental reviews, performs Davis-Bacon monitoring, review documents for CHDO certification, and prepares Five-Year Consolidated Plans, Annual Action Plans, and CAPER reports. In addition, she has excellent communication skills and maintains effective working relationships with the public, co-workers, and clients. She is fluent in both English and Spanish (oral and written).

Mrs. Dávila will provide general oversight and management of the CDBG and HOME programs. She will meet with City staff on a monthly basis to discuss project status and implementation. She may assist on specific projects, programs and activities. She will charge at the Principal Rate for time expended on project management, attending meetings, telephone calls, research time and preparing documents.

REFERENCES

Below is a list of references regarding our ability to provide administration services for the City.

CITY OF SOUTH GATE
Community Development Department
8650 California Avenue
South Gate, CA 90280
(323) 563-9585
Ms. Vivian Garcia

CITY OF PASADENA
Housing Department
649 North Fair Oaks Avenue, Suite 202
Pasadena, California 91109
(626) 396-8321
Mr. Randy Mabson

PROPOSED FEE SCHEDULE

Priscila Dávila is the Principal of the firm and will be available at City's request for meetings and discussions related to this Proposal. She will provide general oversight for this assignment and will charge at the Principal Rate. She will maintain communication with your personnel and may assist on specific projects, programs and activities. The hours charged will include time expended on project management and completion, including such items as attendance at meetings, telephone calls, completing HUD documents and research time.

The following table is based upon a hypothetical work allocation that will provide four (4) hours of coverage through the week. Our firm anticipates that the day-to-day responsibilities will be completed on an hourly basis as outlined in the table below. The actual number of hours worked will be at the direction of City staff and will vary depending upon the work volume. We will be able to perform the work on-site as well as completing certain tasks off-site. The hours below are reflective of a hypothetical work schedule for illustration purposes.

Proposed Fee Schedule and Projected Monthly Budget				
Hourly Fee Schedule		**Projected Monthly Budget**		
Position	**Hourly Rate**	**Weekly Hours**	**Monthly Hours**	**Monthly Invoice**
Principal	$65	4	16	$1,040

Annual Action Plan – estimated to average 54 hours. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Consolidated Annual Performance Evaluation Report – estimated to average 35 hours. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

We will submit time and material charges for direct costs and out-of-pocket expenses incurred in association with the administration of the CDBG and HOME programs. These expenses may include, but are not limited to, costs for duplication, binding, mailing, transmitting or delivering documents to the City, photographic supplies and similar expenses. Payments for services shall be made within thirty (30) days of receipt of consultant's invoice. Compensation for the services described in the Scope of Services shall be billed pursuant to the Fee Schedule above. We will present a monthly invoice for all services completed during the previous month. Invoices will be submitted for services rendered as each phase is completed and will include a detailed account of each activity performed and completed. There will be no charge for travel.

CONCLUSION

Priscila Dávila & Associates, Inc. looks forward to assisting the City of Monterey Park staff by providing technical assistance to assure proper management and implementation of the City's CDBG and HOME programs.

We will strive to ensure that the services provided by our organization will expand the City's capacity to serve low-income persons/households while complying with Federal rules and regulations.

By contracting with Priscila Dávila & Associates, Inc. our Client Agencies have obtained the following benefits:

- Knowledgeable, experienced, and available staff who understand and are well versed in the needs of the Community Development and Affordable Housing industry.
- Staff with CDBG and HOME Program technical experience and training extending since program inception. We have worked directly for local government agencies.
- A consulting staff that is available immediately to meet peak period program demands.
- Program design with proven operating success.
- Accessible service provision and assistance through on-site staff, e-mail, fax, telephone, voice-mail, in addition to regular mail and overnight sources.

CITY OF MONTEREY PARK
320 West Newmark Avenue • Monterey Park • California 91754-2896
www.ci.monterey-park.ca.us

September 15, 2016

REQUEST FOR PROPOSALS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) and
HOME INVESTMENT PARTNERSHIPS (HOME)
ADMINISTRATION SERVICES

The City of Monterey Park is seeking proposals from qualified firms and/or individuals to submit a proposal to provide CDBG and/or HOME Administration Services to the City of Monterey Park for a term of up to three years. As a component of these services, the selected proposer(s) will prepare the Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER).

Proposals must comply with the criteria set forth below. The proposal may be submitted for strictly CDBG or HOME administrative services, for a combination of such administrative services, or with an alternative proposal for achieving the same purpose. Proposals must embrace a concept that the successful Proposer will satisfy all of the objectives and work requirements specified in the scope of work. The City encourages all Proposers to express their ability to provide a high level of performance at a cost effective rate.

PROPOSALS ARE DUE NOT LATER THAN 4 P.M. ON OCTOBER 14, 2016.

1. Submit the proposal to:

   City of Monterey Park
   City Clerk's Office
   320 W. Newmark Avenue
   Monterey Park, CA 91754
   Attn: Michael Huntley

2. Proposer must honor proposal prices for 90 days.

3. Proposals must include this Proposal form and be signed by the vendor's authorized representative.

4. Award of a contract or contracts will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer(s) along with the most competitive rate.

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the services identified above.

Priscila Dávila + Associates, Inc.
Company

1235 N. Harbor Blvd., Suite 240
Address Fullerton, CA 92832

Priscila Dávila
Name (Print)

Priscila Dávila
Signature

562-673-3388
Company Phone No.

Principal
Title of Person Signing Bid

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Professional liability	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Proposer must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Proposer for all claims made by the City arising out of any errors or omissions of the Proposer, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Proposer must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Proposer will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's proposer. Failure to provide this form may render the bidder's proposal "nonresponsive."

Date 10-13-16 Bidder: Priscila Dávila

ATTACHMENT B
Proposal: HP Housing Programs

Housing Programs
A California Company Specializing in State and Local Grants Management

October 12, 2016

Michael Huntley, Director
Community and Economic Development Department
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

RE: Response to Request for Proposal for CDBG and HOME Administrative Services to the City of Monterey Park

Dear Mr. Huntley:

Housing Programs (HP) is pleased to submit this response to the City of Monterey Parks Request for Proposal (RFP) for the administration of its CDBG and HOME funded programs and activities. At this time, Housing Programs is submitting a proposal solely for HOME program-related services as outlined in the RFP including administration, residential rehabilitation implementation and technical assistance.

Housing Programs consists of two principals: John Sottek and Deborah Sottek. Company office locations are both in Riverside and San Diego Counties. The primary office contact information for this proposal is as follows:

Deborah Sottek
4835 Kelly Drive
Carlsbad California 92008
(760) 421-1104

For the purposes of this proposal, Deborah Sottek will be the primary contact and on-site individual who will provide the direct HOME Program services to the City. John Sottek provided construction expertise support to Deborah Sottek. Both Deborah Sottek and John Sottek have over 25 years of experience in the administration of HOME-funded activities with an emphasis on HOME Program administration and housing rehabilitation program implementation.

Housing Programs is unaware of any conflict of interest in performing the work under this RFP. We look forward to your evaluation of our proposal for consulting services. Should you have any questions during the qualification evaluation please contact Deborah Sottek at (760) 421-1104.

Sincerely,

Deborah Sottek
Principal,
Housing / Grants Management Consultant

Enclosures

4835 Kelly Drive • Carlsbad • California • 92008
T. 760.421.1104 • F. 714.922-9224

Housing Programs

A California Company Specializing in State and Local Grants Management

PROPOSAL FOR:

ADMINSTRATION OF THE CITY OF MONTEREY PARK RESIDENTIAL REHABILITATION PROGRAM

SUBMITTED BY:

Housing Programs
Contact Person: Deborah Sottek
4835 Kelly Drive, Carlsbad, California 92008
(760) 421-1104

SUBMITTED FOR CONSIDERATION TO:

Michael Huntley, Director
Community and Economic Development Department
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

October 12, 2016

4835 Kelly Drive ● Carlsbad ● California ● 92008
T. 760.421.1104 ● F. 714.922-9224

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Introduction

Since February of 2016, Deborah Sottek has provided on-site services to the City of Monterey Park under the umbrella contract or JWA Urban Consultants. During this time, she has developed an excellent understanding of the City's programs and activities.

Given the continuing reduction of federal funding, Deborah Sottek understands the need to streamline the process and reduce the cost involved in the day-to-day operations of a housing rehabilitation program. This is accomplished by her numerous years of hands-on experience in the design and implementation of federally funded housing rehabilitation programs and the use of a database designed to generate correspondence, print documents, track expenditures, etc.

In addition, since the inception of the HOME Program in 1990, Deborah and John Sottek have provided consulting services in the general administration of HOME Program funds. These services have included preparation of quarterly reports, annual reports, IDIS entry, project setups and completion and draws.

The consulting service offered by Housing Programs is summarized as follows:

1. Deborah Sottek will provide on-site services to the City a minimum of two days per week
2. Primary on-site duties will be to implement the City's Residential Rehabilitation
3. Additional on-site duties will include technical assistance to staff in the administration of its HOME-funded activities including tracking expenditures, updating program guidelines, developing new programs, facilitating the creation of new affordable housing programs and/or projects. More specific duties are outlined in the following pages of this proposal.

SERVICES APPROACH

Housing Programs is a small independent consulting firm. Deborah Sottek and John Sottek provide all services outlined in this proposal. Deborah Sottek will be the person assigned to the following tasks under the proposal:

1. **On-site services** – Services will be provided as outlined in this proposal.

2. **Billing** – On a monthly basis, Deborah Sottek will provide a detailed invoice to the Community and Economic Development Director for on-site hours provided. Off-site hours will be limited to those necessary to meet required deadlines or special projects, as requested and authorized by the City.

3. **Method of contact** – Primary communication will be by email. Our email addresses are debbie@housingprograms and john@housingprograms.

4. **Method of administrative delivery** – Administrative services will be provided directly by Deborah Sottek. These services will be provided during regularly schedule on-site office hours and off-site, as needed.

City of Monterey Park

Proposal Form

CITY OF MONTEREY PARK
320 West Newmark Avenue • Monterey Park • California 91754-2896
www.ci.monterey-park.ca.us

September 15, 2016

REQUEST FOR PROPOSALS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) and
HOME INVESTMENT PARTNERSHIPS (HOME)
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4. Award of a contract or contracts will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer(s) along with the most competitive rate.

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the services identified above.

Housing Programs
Company

Deborah Sottek
Name (Print)

(760) 421-1104
Company Phone No.

4835 Kelly Drive, Carlsbad CA 92008
Address

Signature

Principal
Title of Person Signing Bid

Specific Services

Housing Rehabilitation

The following provides a summary of the services proposed in response to the City of Monterey Park Request Proposal for Implementation of its Residential Rehabilitation Program ("Program"):

Services that will be provided include:

- Carrying out the Residential Rehabilitation Program in accordance with approved HOME guidelines including, but not limited to, the following:
  - Income Verification/loan application processing
  - Loan document preparation
  - Loan document recording
  - Preparation of environmental documentation, as required:
    - Appendix A or Determination of Categorical Exclusion
    - Statutory Worksheet
    - SHPO Correspondence
  - Property inspections (initial, progress and final)
  - Preparation of work write-up (scope of work)
  - Pre-construction meeting
  - Coordination of lead based paint inspections and abatement, as needed
  - Construction Management
- Maintain accurate, organized and meticulous files related to all phases of the applicant file and records for review at any time by City staff, HUD and City auditors
- Providing technical assistance to staff in preparation of required state and federal reporting documents; this also includes assisting the City in the preparation for HUD program monitoring and the City's single audit
- Assist City in revising existing guidelines, as needed and/or required
- Make recommendations on revisions of program as needed; providing expertise on program recommendations
- Assist staff as requested in preparing: marketing materials, marketing the program, making community/organizational presentations and responding to correspondence;
- Responding to public inquiries regarding the City's Residential Rehabilitation Program
- Maintaining files and records, as well as processing and tracking loan payoffs and lien releases and subordination requests;
- Process payoff requests in coordination with the City's Finance Department
- Assist City staff in resolving loan defaults
- Additional duties, as needed, to ensure the efficient and successful implementation of the City's Program

Specific Services

Long-Term Rental Project Monitoring

The following provides a summary of the services *for HOME-funded Long-term monitoring of the City's HOME –funded rental projects.*

HUD-required monitoring schedule for completed projects:

Number of Total Units	Frequency of On-site Monitoring
1-4	Every 3 years
5-25	Every 2 years
26 or more	Annually

Services include the following for each HOME-funded rental project:

1. Coordinate the submittal of the HUD-required annual "Rental Compliance Report" [24 CFR 92.252(f)(2)]
2. Review o HUD-required annual "Rental Compliance Report" including:
   a. Compliance with income targeting requirements
   b. Compliance with affordability requirements
3. Prepare for the project site visit
   a. Review written HOME agreement
   b. Review City policies and procedures
   c. Review previous monitoring materials
4. Schedule the on-site visit - Provide written notification to the project owner
5. Conduct a monitoring entrance meeting with the executive director or other identified contact person
6. Conduct staff interviews to assess how project is being administered and identify any concerns
7. Select and review files for HOME Program compliance (15% of the number of total units) to verify information reported in the "Rental Compliance Report" as they relate to:
   a. Rent restrictions
   b. Income restrictions
   c. Affirmative marketing requirements
   d. Fair Housing requirements
8. Perform an inspection of a minimum of 15% of the rental units to assess their condition
9. Analyze the results of the monitoring
10. Develop monitoring report including a list of corrective actions for City staff review and comment
11. Transmit the final monitoring report to the project owner

ADDITIONAL SERVICE

1. Coordinate completion of corrective actions, if needed
2. Development long-term monitoring procedures

Specific Services

General HOME Program Administrative Services

The following provides a brief (but not all inclusive) summary of the services *for HOME Program general administrative services.*

1. Budget monitoring
2. Monitor and ensure eligible expenditures
3. Assist with draw downs
4. Provide assistance to staff in development of new HOME programs and/or projects
5. Program marketing
6. Coordinate program efforts with City Departments/Divisions including Finance Building, Parks and Recreation, and Business Licensing, etc.

STAFFING/ ORGANIZATION

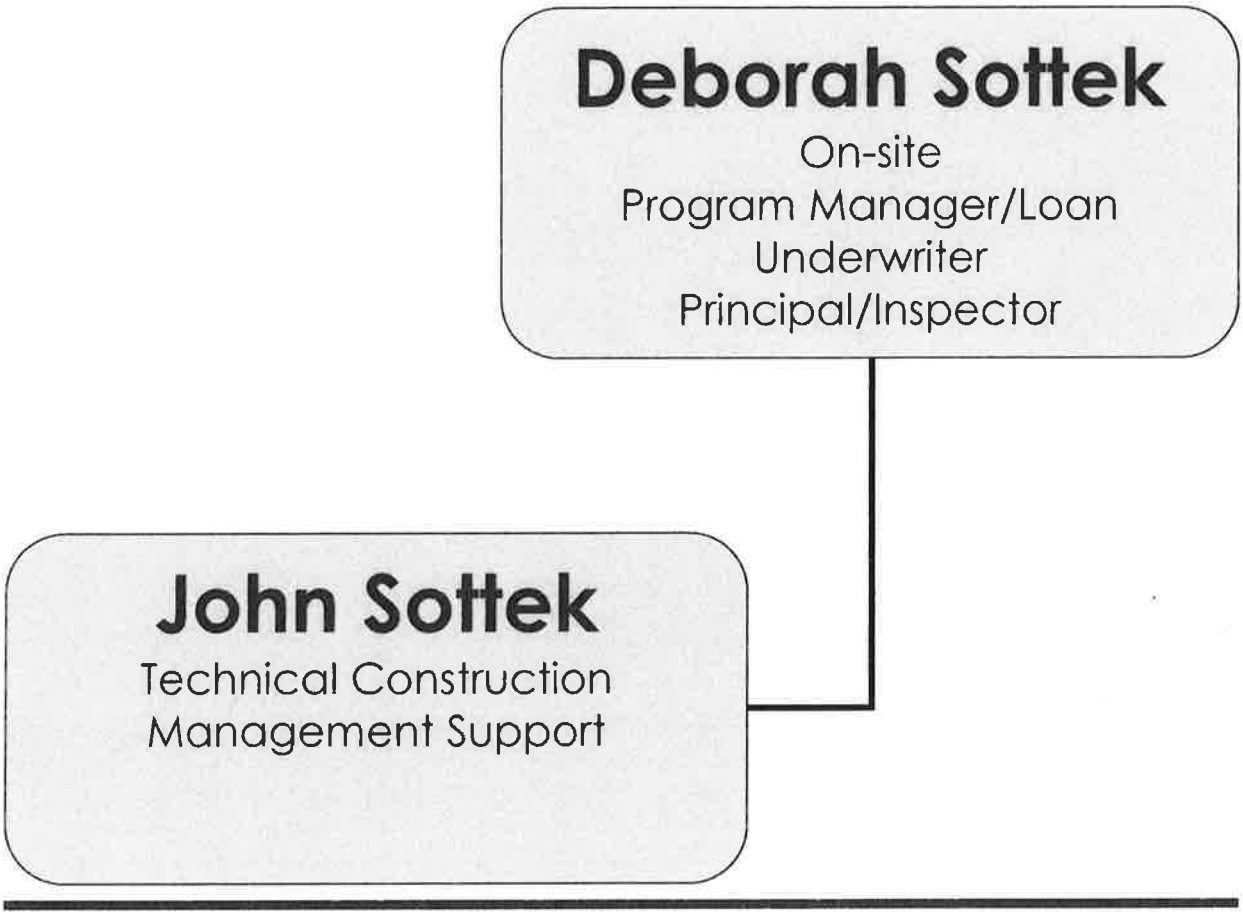
Housing Programs

A California Company Specializing in State and Local Grants Management

OFFICE LOCATIONS

SAN DIEGO OFFICE	
Mailing Primary Address:	4835 Kelly Drive, Carlsbad CA 92008
Primary Contact:	Deborah Sottek
Primary Contact Telephone:	(760) 421-1104
RIVERSIDE OFFICE	
Primary Address:	26025 NEWPORT RD STE A505, MENIFEE, CA 92584
Primary Contact:	John Sottek
Primary Contact Telephone:	(714) 523-2033

ORGANIZATION CHART



RESUMES / QUALIFICATIONS

Deborah Sottek, Principal/Program Manager

Program Manager, Deborah Sottek has over twenty (25) years of experience in housing rehabilitation. She has been instrumental in development, implementing and improving CDBG, HOME, State HOME, CalHOME-funded affordable housing projects and programs. The following is a summary of her key accomplishments:

- Bachelor's degree in Economics from the University of California, Los Angeles (UCLA)
- Provided technical assistance to city clients in the development/administration of HOME and CDBG-funded projects and programs
- Preparation of over twenty CDBG & HOME Consolidated Five Year Action Plans and Annual Performance Reports (CAPER)
- Knowledgeable with regard to CDBG & HOME HUD regulations pertaining to rent/income restrictions, subsidy limits, relocation, Davis-Bacon compliance
- Responsible for writing 15 successful State of California HCD grant applications including CDBG, HOME, and CalHOME
- Monitor and track housing budgets including preparation of adjustments, transfers and appropriations
- Coordinated acquisition, rehabilitation and resale of 13 City of San Juan Capistrano-owned FHA condominiums including preparation of Purchase Agreement, Disclosure Statement, property transfer and lien instruments (e.g., grant deed, deed of trust, covenants, agreements)
- Prepare staff report and memorandums for City Council, Planning Commission and other entities as requested
- Attend and present agenda items to City Councils and Redevelopment Agencies
- Present information to the public at group or neighborhood/town meetings
- Author and implementer of multiple first-time homebuyer programs, single-family and multi-family housing rehabilitation programs
- Responsible for full service operation of CDBG and State HOME-funded, single-family and multi-family housing rehabilitation loan and grant programs including application processing, loan document processing and underwriting, and construction management
- Developed and coordinated RFQ and RFP processes for selecting developers and subconsultants for housing projects including manufactured housing replacement and new construction
- Oversight of Lead-Based Paint Risk Assessments, Abatement and Phase I and Phase II Environmental site assessments

Primary proposed responsibilities for Monterey Park's Program:

1. Review and Process loan applications including third party verification of income/ property value assessment/determination/preparation of Appendix A including SHPO compliance, as required
2. Preparation of Quarterly and Annual Performance Report
3. Monitor program expenditures/track expenditures
4. Assist Principal with duties under construction management, as needed
5. Provide technical assistance in the review of existing program documents
6. Provide assistance in all aspects of program administration

John Sottek, Principal/Inspector

John Sottek has over twenty years of experience in housing rehabilitation and redevelopment. With his professional skills has implemented redevelopment agency-funded housing and economic development programs to include multi- and single family rehabilitation and first time homebuyer programs. He has provided program administration services for local agencies in areas of Community Development Block Grant and HOME including environmental reviews. In addition he has provided loan processing services as well as Davis-Bacon monitoring.

John Sottek is masterful in his field because of his extensive background in inspection and the applicable skills within his field such as:

- Bachelor's degree in Business Administration from California State University Long Beach.
- Passed State of California Certification exam as an "Inspector Assessor" for lead based paint inspections.
- Over 15 years of experience with "Title 24" and "Title 25" of the State of California Housing Code.
- Completed all HUD Training courses pertaining to Lead Construction Supervision; Project Administration Monitoring and its workers.
- "California Redevelopment Law"; well versed as to the relationship to affordable housing requirements.
- Oversee the substantial rehabilitation of both single and multi-family residences including development of detailed work specifications.

Ongoing training is critical and mandatory to ensure code compliance.

Many cities have depended on his services to perform rehabilitation construction consulting. Such cities as Chino, Cypress, Monterey Park, Buena Park and Corona have depended on "Housing Programs" to assist their rehabilitation programs.

Primary proposed responsibilities for Monterey Park's HOME Program:

1. Secondary off-site technical assistance to Deborah Sottek in the area of work write-up development and construction management

RELAVENT/CURRENT EXPERIENCE

City of Gardena

(State HOME Program – Owner Occupied Rehabilitation Loan Program (Single-family and Mobile Homes)
CDBG funded Multi-Family Residential Grant Program

City of Gardena
Community Development Department
1700 W. 162nd Street
(310) 217-9533
Yvonne Mallory, Economic Development / Housing Programs Manager

Contracted Since 2003
Total Units Completed: 147
Funding Source(s): HOME & CDBG

Responsible Person: Deborah Sottek

Deborah Sottek is responsible for full service grant administration including, but not limited to, monitoring grant expenditures (project costs and activity delivery), providing staff with HOME Program technical assistance, applicant qualification, and preparation of all require State HOME reports and construction management.

Loan Underwriting
Staff is responsible for determining applicant and property eligibility including:

a. Determining household gross income using third party verifications
b. Assessment of credit worthiness
c. Determination of Property Value
d. Confirmation of ownership and equity status of property
e. Preparation of Appendix A and SHPO correspondence, as necessary

Construction Management
Staff conducts on-site inspections of single-family and mobile home units and prepares work description of items to be completed and costs estimate of repairs. Staff also coordinates with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service) and ensures receipt of an environmental clearance. Under the OORP Loan Program, staff performs the following specific tasks:

Fund Disbursement/Project Draws
Staff processes contractor payments funds (i.e., check permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work and filing of the notice of completion at the County Recorder's office. This includes preparation of City check requests for contractor payment and obtaining all required City signatures. Staff also prepares project specific draw forms including the Project Draw Request and Project Setup and Completion Reports for submittal to State HCD for reimbursement of projects costs and activity delivery costs and administration expenses.

General HOME Administration
Services have included, but are not limited to, the following:

1. Completive Grant writing
2. Preparation of quarterly and annual reports
3. Preparation and submittal of project setup/completion reports
4. Preparation and submittal of project draws
5. Budget preparation and monitoring

City of Corona

(Redevelopment Housing Set-aside Single-family Home Improvement Program)

City of Corona
400 South Vicentia
Corona, CA 92878
(909) 739-4963
Laura Huerta, Administrative Services Analyst II

Contracted Since 1995
Total Units Processed: 140
Funding Source(s): CDBG & HOME

Current administration (construction management) of the City's CDBG-funded single-family Home Improvement (HIP) Grant and Loan Programs, Mobile Home Improvement Grant and Loan (MHIP) Programs.

Under the HIP and MHIP Loan Programs, HP inspection staff conducts on-site inspections of mobile homes and single-family units and prepares work description of items to be completed and costs estimate of repairs. HP coordinates pre-construction meetings between the homeowner and contractor.

Duties include preparation and grant/loan closing of City's required loan documents (i.e., Deed of Trust, Promissory Note, Request for Notice) and recordation at the County and/or processing of the proper mobile home paperwork (title and registration) through the State Department of Housing and Community Development (HCD).

HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which includes progress, and final inspections of work and filing of the notice of completion at the County Recorder's office.

City of Buena Park

(State HOME, CDBG and Cal-Home Single-family Home Improvement Program)

Economic Development Department
6650 Beach Boulevard
Buena Park, CA 90622
(714) 562-3591
Martha Archuleta, Housing & CDBG Analyst

Contracted Since 2005
Total Units Processed: 85
Funding Source(s): CDBG/HOME/ State HOME/CalHome

Administration of the City's single-family Home Improvement (HIP) Loan & Grant Programs. Single Family Residence and Redevelopment Neighborhood Renovation Program (RNRP).

Loan Underwriting

HP is responsible for determining applicant eligibility including: Household income, Assessment of credit worthiness, Confirmation of ownership and equity status of property.

Construction Management

Under the HIP Loan Programs, HP inspection staff conducts on-site inspections of single-family units and prepares work description of items to be completed and costs estimate of repairs. HP also coordinates with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service). Environmental clearances.

HP coordinates pre-construction meetings between the homeowner and contractor.

Document Preparation

Duties also include preparation of City's required loan and grant documents (i.e., Deed of Trust, Loan Agreement, Promissory Note, and Request for Notice, Construction Contract) and recordation at the County and/or processing of the proper mobile home paperwork through the State Department of Housing and Community Development (HCD).

Labor Compliance

The RNRP program requires obtaining and reviewing self certified state prevailing wage documentation.

Fund Disbursement

HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work, obtaining lien releases and filing of the notice of completion at the County Recorder's office.

City of Cypress
(CDBG – Single-family Home Improvement Program)

Redevelopment Department
5275 Orange Avenue
Cypress, CA 90630
(714) 229-6728
Steven Clarke, Redevelopment Project Manager

Contracted Since 1999
Total Units Completed: 100
Funding Source(s): CDBG

Construction Management Single-family Home Improvement Loan & Grant Programs.

Construction Management
Under the HIP Loan Programs, HP inspection staff conducts on-site inspections of single-family units and prepares work description of items to be completed and costs estimate of repairs. HP also coordinated with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service).
HP coordinates pre-construction meetings between the homeowner and contractor.

Document Preparation
Duties also include preparation of City's required construction contract.

Fund Disbursement
HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work and filing of the notice of completion at the County Recorder's office.

Project Management of Multi-Family Exterior Neighborhood Improvement Program.

Loan Underwriting
HP is responsible for determining project eligibility based on tenant provided income documentation, Confirmation of ownership and equity status of property.

Construction Management
Under the LLNI Program, HP inspection staff conducts on-site inspections of multi-family units and prepares work description of eligible items and costs estimate of repairs. HP also coordinates with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service). HP coordinates pre-construction meetings between the property owner and contractor.

Document Preparation
Duties also include preparation of City's required loan and grant documents (i.e., Deed of Trust, Loan Agreement, Promissory Note, and Request for Notice, Construction Contract) and recordation at the County.

Fund Disbursement
HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work, obtaining lien releases and filing of the notice of completion at the County Recorder's office.

REFERENCES

CLIENT REFERENCES

City of Gardena – Deborah Sottek

Community Development Department
1700 W. 162nd Street
Gardena, CA 90247
(310) 217-9533
Yvonne Mallory, Economic Development / Housing Programs Manager

City of Encinitas – Deborah Sottek & John Sottek

Community Development Department
505 N. Vulcan Avenue
Encinitas, CA 92024
(760) 943-2237
Nicole Piano-Jones

City of Corona – John Sottek

Redevelopment Agency
400 South Vicentia
Corona, CA 92878
(909) 739-4963
Cynthia Lara, Redevelopment Manager

City of Cypress - John Sottek

Redevelopment Department
5275 Orange Avenue
Cypress, CA 90630
(714) 229-6728
Steven Clarke, Redevelopment Project Manager

City of Buena Park – John Sottek

Economic Development Department
6650 Beach Boulevard
Buena Park, CA 90622
(714) 562-3591
Martha Archuleta, Housing & CDBG Analyst

COST SCHEDULE

Cost Schedule of Service

On-site Consulting Services

Based on 20 per week, full-service HOME Program administration and housing rehabilitation program administration services may be provided to the City of Monterey Park at an hourly rate of $65.00.

The primary person providing the services will be Deborah Sottek.

HOME-funded Project Long-term Monitoring

Assuming that there has been no prior project monitoring: $4,000 per project

(This cost is an estimate based on at least 25 total number of units in the rental project. Additional details regarding the history and size of the projects may be needed.)

Additional Services

Development long-term monitoring procedures: $2,500

City of Monterey Park

Insurance Requirements

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Professional liability	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Proposer must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Proposer for all claims made by the City arising out of any errors or omissions of the Proposer, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Proposer must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Proposer will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's proposer. Failure to provide this form may render the bidder's proposal "nonresponsive."

Date 10/12/2016 Bidder: Housing Programs

City Council Staff Report

DATE: January 18, 2017

AGENDA ITEM NO: New Business Agenda Item 6-D.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Award of Franchise Agreements for Residential and Commercial Waste Collection and Recycling Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Awarding an exclusive franchise contract for residential waste collection and recycling services to Athens Services;
2. Awarding non-exclusive franchise contracts for commercial waste collection and recycling services to Ware Disposal, Athens Services, and/or NASA Services, or an exclusive contract to Ware Disposal;
3. Adopting a resolution making findings in accordance with CEQA, adopting a Negative Declaration, and authorizing the Mayor to execute franchise agreements in a form approved by the City Attorney in accordance with Monterey Park Municipal Code Chapter 6.09; or
4. Taking such additional, related, action that may be desirable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The proposed actions for awarding solid waste franchises (the "Project") were reviewed in accordance with the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§15000, *et seq.*). The Project is categorically exempt CEQA Guidelines § 15301 ("Existing Facilities") and § 15061(b)(3) (the "Common Sense Exemption"). Moreover, none of the exceptions to the categorical exemptions contained in CEQA Guidelines § 15300.2 are applicable to the Project.

CEQA Guidelines § 15301 exempts

> "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structure, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination."

Here, the City Council is contemplating the award of franchises for solid waste collection, transportation, and recycling services. The franchises with the existing solid waste service provider expires on August 31, 2017. MPMC Chapter 6.09 (approved by voters through

Measure BB) generally requires that the City use a competitive bidding process to choose solid waste service franchisees not later than August 31, 2017. Pursuant to the MPMC, an exclusive franchise will be awarded for residential accounts and up to three may be awarded for commercial accounts.

The services provided pursuant to the Project would be identical to, or substantially the same as, that currently being provided throughout the City. Therefore, the decision to approve the Project involves the operation and use of existing facilities and equipment; it does not involve an expansion of use. Consequently, the Project is exempt from additional environmental review pursuant to CEQA Guidelines § 15301.

CEQA Guidelines § 15061(b)(3) also exempts the Project from additional environmental review. That Section provides that

> "[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Here, the Project will not have a significant impact on the environment because the future services will be identical to, or substantially the same as, the solid waste collection, transportation and recycling services currently being provided. As is the case with the current service provider, Compressed Natural Gas (CNG) powered trash collection vehicles will be utilized. Therefore, no increases in air pollutants or GHG emissions over the baseline conditions are expected. Vehicle routing will be the same or substantially similar to that currently utilized and the City will retain the power to approve all routes before the franchise periods begin. This will allow the City to ensure that arterial streets and intersections with Level of Service (LOS) issues can be avoided during peak hours.

Furthermore, as is the case with the existing solid waste service providers, collection may not commence before 7:00 a.m. or continue after 6:00 p.m. Solid waste franchisees must comply with MPMC Chapter 9.53 which regulates noise. All vehicles will be subject to annual noise level testing and certification by the City.

Even though the project is categorically exempt from CEQA review, the City nevertheless prepared an Initial Study for the purpose of providing additional analysis and information to the decision makers and the public. The Initial Study confirms that the project could not have a significant effect on the environment and, therefore, a Negative Declaration was prepared.

A Notice of Availability/Notice of Intent to Adopt a Negative Declaration was posted at the Los Angeles County Registrar-Recorder/County Clerk on December 28, 2016.

EXECUTIVE SUMMARY:

On September 21, 2016, the City Council approved the release of a Request for Applications (RFA) for residential and commercial waste collection and recycling franchises to companies that had been qualified to apply for these franchises.

The City received one application for residential services from Athens Services and three applications for commercial services from Athens Services, NASA Services and Ware Disposal. Staff is requesting that the City Council award an exclusive residential franchise to Athens Services, and award either non-exclusive commercial franchises to Ware Disposal, Athens Services, and/or NASA Services, or an exclusive commercial franchise to Ware (the lowest bidder).

BACKGROUND:

MPMC Chapter 6.09, entitled "Solid Waste Franchises," was approved by voters on March 8, 2011 through the adoption of Measure BB. That Chapter requires the City Council to utilize a competitive bidding process for awarding solid waste franchises and limits the term of these franchises to seven (7) years. MPMC § 6.09.070 specifies that

> "[t]he City Council must award the residential solid waste franchise to a single franchisee but may, at its discretion, award the commercial solid waste franchise to up to three franchisees."

That Section also states that

> "[t]he City Council must award any franchise based upon the applicant proposing the lowest proposed monthly rates to the customer. Such rates cannot be increased on an annual basis by percentage greater than the percentage increase in the consumer price index ("CPI")...."

The current franchise with Athens Services for the collection and recycling of residential and commercial solid waste will expire on August 31, 2017.

On July 6, 2016, the City Council authorized the release of a Request for Qualification (RFQ) to companies interested in applying for either a residential or commercial franchise for waste collection and recycling services. The RFQ was published in the *Monterey Park Progress* on three dates: July 14, 21, and 28, 2016. Thirteen companies responded to the RFQ and submitted statements of qualifications. Based on the criteria approved by the City Council on September 21, 2016, the City Council qualified five companies to apply for a residential franchise and nine companies to apply for a commercial franchise. Representatives from all of the qualified companies attended the mandatory pre-application meeting on October 11, 2016.

The deadline for submitting the RFA was November 17, 2016. The City received three applications from Athens Services, Ware Disposal and NASA Services.

REQUEST FOR APPLICATIONS:

The request for applications included several components:

1. Background information and statistics on the current waste collection program.

2. Instructions for the completion and submittal of applications.

3. A summary of the service requirements and standards for each franchise. (Applicants were instructed to calculate their proposed customer rates based on their costs to meet all of the requirements of the franchise, including meeting the City's waste diversion standard.)

4. Two-part application cost forms:

   - A Service Plan which required the applicants to indicate what facilities they would use to recycle, process, and dispose of the waste collected in the City and how they would meet the City's waste diversion requirement. The information on these forms determined the processing and disposal costs for each applicant's customer rates.

   - Customer Rate Forms on which the applicants entered their collection costs for each type of service level (e.g., single family cart, multi-family bin, green waste, temporary bin, etc.). The applicant's collection costs were added to their processing and disposal costs to determine the total rate for each type of service.

   These forms specified the number of customers for each type of service and automatically calculated each applicant's monthly rate per customer. The monthly rate per customer would be used to determine the applicant's total annual cost and the basis upon which the City Council would award franchises.

5. A certification statement signed by an officer of the applicant, by which the applicant certified that: it understood all of the requirements of the new franchises and had based its proposed customer rates on its cost for satisfying all of those requirements; it had read and understood the proposed franchise agreements; and if awarded a franchise, it was prepared to execute the agreement without modification.

NEW FRANCHISE AGREEMENTS:

New franchise agreements were prepared for both the residential and commercial franchises. These agreements include numerous provisions that improve the level of service to customers and provide the City with enhanced control over the performance of the franchisees.

Key provisions of these agreements are as follows:

- Cart customers are to be provided with new wheeled carts with lids. The recycling program will be based on a 2-cart program—one cart for mixed refuse that will be sorted to recover recyclable materials, and a second cart for mixed organics (yard waste and compostable food waste). This program is the same as the program that has been used by residents for the past several years.

- Bin customers (multi-family residential units) are to be provided with bins that are clean and newly painted. The franchise must provide bin customers with recycling services and can do so with either a mixed waste sorting program or by providing customers with additional carts or bins for recyclable materials.

- The residential franchisee is to provide free service to City facilities and at up to 10 community events per year. This franchisee must also provide daily collection of refuse from containers at all bus stops at no cost to the City.

- Both agreements require the franchisees to respond to requests for customer service within 24 hours, or by the end of the next business day, whichever is sooner.

- The residential franchisee must provide collection of holiday trees, bulky items, and electronic waste. Rollout service is to be provided for a fee for those customers that request it, and for free to those customers that the City qualifies for a fee exemption.

- The residential and commercial franchisees can provide temporary bin service to all residential and commercial customers in the City on a competitive basis, subject to a maximum rate that is specified in the franchise agreements. This condition was included to provide more options and lower costs for construction, demolition, and cleanup projects.

- All franchisees must divert from disposal at least 50% of the waste and materials that they collect, and must divert at least 65% of any construction and demolition debris that they collect.

- The agreements include specific requirements for customer education, monthly operational and financial reporting, and financial penalties for failure to perform or violation of the terms of the agreements.

- The City will continue to bill residential customers and pay the residential franchisee for the services provided. The commercial franchisees will bill their customers directly and collect franchise fees that will be remitted to the City.

- The agreements would become effective upon execution. The new services would begin on September 1, 2017 and would continue through August 31, 2024. The

agreements do not include any provisions for renewals or extensions of the term. Both agreements include provisions requiring the franchisees to cooperate with any franchisees that will succeed them to provide for an orderly transition to the new franchisee's services.

- The commercial franchise agreement provides that if the City awards non-exclusive franchises to more than one applicant, the service agreements between the franchisees and their customers cannot have a term that extends beyond the term of the franchise, cannot include any automatic renewal provisions, and must allow the customer to change service providers after a 180 day period, provided the customer is not in arrears in payments owed to the franchisee.

Staff is still working on the appropriate amount of AB 939 fees and franchise fees to recommend to the Council. Accordingly, the draft agreements will be revised to state that the Council will take action before the time the new haulers begin providing service to identify the fees the City will be imposing. Additionally, depending on the number of haulers that the Council selects for the commercial waste franchise, the commercial agreement will need to be amended to reflect this information. If the City Council selects Athens as one of the commercial haulers, the agreement will contain a provision that requires Athens to notify all of its current customers of its right to use one of the other haulers selected by the Council.

APPLICATIONS RECEIVED:

Residential Franchise:

The City received one application - Athens Services - for a residential franchise. The primary features of Athens's application are:

- All service level rates would be lower than those currently in effect. For example, Athens currently charges $18.57 a month for one 64 gallon mixed waste cart and one 64 gallon mixed organics cart. Athens' proposed rate would reduce the charge to $16.69 a month for the same service, which is a 10% reduction. Based on the approximate 14,500 residential customer accounts, these new rates will reduce the City's payments to Athens by approximately $75,000 per month, and approximately $6.2 million over the 7-year term of the franchise.

- Cart customers would each be provided with 2 new wheeled carts with lids—one for mixed waste and the other for mixed organics (yard waste and compostable food waste). The mixed waste would be transported to Athens's City of Industry Material Recovery Facility (MRF) for processing and material recovery. Non-recyclable/residual waste would be transported to landfills in San Bernardino County. The mixed organics would be transported to Athens's composting facility in Victorville.

- Athens' proposal includes a new discount for multi-cart customers. Currently, residential card customers who have multiple sets of carts pay the same rate for each cart combination (i.e. $18.57 for a single set, $37.14 for two sets, and $55.71 for three sets). The proposed rate offers a discount due to company efficiencies (i.e. $16.69 for a single set, $24.01 for two sets, and $31.34 for three sets). This will ultimately result in a savings for Monterey Park residents, however staff cannot determine the fiscal impact to the City at this time.

- Multifamily bin customers would be provided with new bins for waste and new wheeled carts for mixed recyclables. A portion of the waste placed in the bins would be transported to landfills in San Bernardino County and the remainder to the Commerce Refuse-to-Energy facility. The mixed recyclables would be transported to Athens's MRF for sorting.

Staff contacted the other companies that had been qualified to apply for a residential franchise to understand why they did not submit an application. The reasons stated included:

- The companies did not have access to the facilities and infrastructure to provide the 2-cart program that was required for cart customers.

  There are two types of residential recycling programs in use:

  i. 2-cart programs for which residents place mixed waste and recyclable materials in the same cart, and mixed organics in a second cart.

  ii. 3-cart programs that require residents to place recyclable materials in one cart, organics in a second cart, and regular household trash and non-recyclable materials in a third cart.

  Cart customers in Monterey Park have been served with a 2-cart program for the past 14 years.

  Haulers that operate their own recycling facilities typically design their facilities around specific types of recycling programs. Some facilities are designed to process mixed residential waste from 2-cart programs, others are designed to only sort recyclable materials that have been source-separated by the customer. A facility designed to process mixed waste has more sophisticated equipment and conveyor systems than a facility designed to sort materials that have been separated from non-recyclable waste.

  There has been ongoing debate within the industry on the merits of each type of system. Many companies that operate residential source-separation recycling programs have experienced contamination problems caused by residents placing regular household trash and other non-recyclable materials

in their recycling carts. In some California cities such as San Jose and Oakland, more than 30% of the material in the recycling carts consists of trash and non-recyclable materials. This contamination creates operational and financial difficulties for facility operators since their facilities are designed to process materials with much lower contamination rates.

For operators of facilities designed to process mixed waste from 2-cart programs, contamination is not an issue since their facilities have been designed to separate recyclable materials from waste.

Some of the companies that had been qualified to apply for a residential franchise operate facilities that have been designed to only process source separated materials from 3-cart recycling programs. They can arrange to use another company's facility that was designed to process materials from a 2-cart program, but they believed that would increase their costs and put them at a competitive disadvantage. These companies therefore decided to not submit an application.

- Some companies indicated that limiting annual rate increases to only the change in the CPI would not adequately cover their increase in costs.

- Some companies indicated that a 7-year franchise would not be sufficient for them to fully amortize their capital costs.

Commercial Franchise:

The City received three applications for a commercial franchise:

Applicant	Average Monthly Rate per Customer (Total monthly cost to serve all customers divided by the number of customers to be served each month)
Ware Disposal	$247.39
Athens Services	$282.32
NASA Services	$407.28

The customer rates proposed by both Ware Disposal and Athens Services were lower than the rates that are currently being charged by Athens Services. The customer rates proposed by NASA Services were lower than the existing Athens rates for some of the lower volume service levels, such as 1.5-yard bin, but were higher than the existing rates for most other service levels. Accordingly, if NASA is selected the City will need to undertake a Proposition 218 process to qualify NASA's fees under Proposition 218. Additionally, as the rates are adjusted overtime to include CPI increases the City may need in the future to undertake a Proposition 218 process for both residential and

commercial rates during the term of the agreements. The agreements provide for this process.

Ware Disposal proposed to assign its customers to either "wet" routes (customers that generate waste with food and other organics), and "dry" routes (customers such as retail and offices that generate waste with higher concentrations of paper and few organics). The waste collected from the wet routes would be taken to Ware's Material Recovery Facility (MRF) and biomass facility in Santa Ana. The waste collected from the dry routes would be transported to the Puente Hills MRF for processing and material recovery. This facility is operated by the Los Angeles County Sanitation Districts (LACSD).

Athens Services would provide its customers with carts and bins for the collection of source-separated recyclable materials. Each customer would also be provided with bins for the collection of non-recyclable waste. All collected waste and materials would be transported to Athens's MRF. Food waste and other organics would be transferred to Athens's composting facility in Victorville. Recyclable materials would be processed at its MRF. A portion of the non-recyclable waste would be taken to the Commerce Refuse-to-Energy facility.

NASA Services would collect source-separated recyclable materials and non-recyclable materials from its customers and transport all loads to the Puente Hills MRF for processing and material recovery. Residual waste from the Puente Hills MRF is transported by the LACSD to landfills in Orange County. NASA would transport inert materials to California Waste Services and construction and demolition debris to Direct Disposal for material recovery.

OPTIONS FOR AWARDING NEW FRANCHISES:

Residential Franchise:

The MPMC requires the City Council to award the residential franchise to a single applicant. If the City Council decides to award the new residential franchise to Athens Services, Athens would be required to develop a transition plan, prepare and distribute educational materials to all customers explaining the new services, and arrange for the distribution of new carts and bins and the removal of the carts and bins now in service. The new customer rates would become effective September 1, 2017.

The initial residential service rates that the City will pay Athens for the services provided will be those that were proposed in its application. These rates would be adjusted annually by the change in the Consumer Price Index.

The new franchise agreement with Athens would expire on August 31, 2024 and cannot be renewed or extended.

Commercial Franchise:

Non-exclusive Franchises

The MPMC allows the City Council to award commercial franchises to up to three (3) applicants. If the City Council decided to award franchises to Ware Disposal, Athens Services, and NASA Services, these franchisees would compete for customers based on their rates and quality of service. The customer rates proposed by each applicant plus franchise fees would be the maximum rates that each applicant could charge for its services. Each applicant would be able to charge lower rates as needed to secure customers. The maximum rates of each franchisee could be adjusted annually by the Consumer Price Index. The franchisees would bill their customers for the services provided and remit franchise fees to the City.

The new franchises' services would begin on September 1, 2017. Before the effective date, there would be three implementation phases:

1. **Notification Phase:** The City would notify all businesses that as of September 1, 2017, they would have a choice of three service providers. The notification would identify the franchisees, provide their contact information, and describe how the new franchise would be implemented. During this phase, Athens would be required to notify commercial customers that existing service agreements would be cancelled as of August 31, 2017, and that customers can select one of the three franchisees for service beginning on September 1, 2017.

2. **Customer Contact Phase:** During this phase, the franchisees would be allowed to contact business owners to introduce themselves and provide information about their services and rates.

3. **Implementation Phase:** During this phase, the franchisees would be allowed to sign service agreements with their new customers, make arrangements for the distribution of bins and carts, and begin planning their collection routes.

These three franchises would end on August 31, 2024, and cannot be renewed or extended.

A Single Exclusive Franchise

The MPMC requires the City Council to award franchises to the applicant that proposes the lowest monthly rates to the customers. Based on the information submitted on the application cost forms by all applicants, Ware Disposal proposed the lowest monthly rates to the customer.

If the City Council decided to award an exclusive franchise to Ware Disposal, Ware would be required to develop and submit a transition plan that would describe how it would plan for and launch its services, including its plan for distributing new carts and bins to customers. The transition plan would also include copies of the education materials that Ware would distribute to customers and copies of its route and customer lists. Ware would bill its customers according to the rates provided in its application plus any franchise fees imposed by the City. Franchise fees collected by Ware would be paid to the City each month. Ware's customer rates would be adjusted annually by the Consumer Price Index.

Ware would begin servicing commercial customers on September 1, 2017, and would continue to do so until August 31, 2024 when the new franchise would end. The franchise agreement cannot be renewed or extended.

The City's existing agreement with Athens Services does not specifically require Athens to cooperate with a new franchisee to provide for an orderly transition of services to a new franchisee. However, city staff would use its best efforts to encourage Athens to do so.

FISCAL IMPACT:

The reduced residential service rates would save the City approximately $75,000 per month and $6.2 million over the seven year term of the franchise. The current Refuse Fund (043) Balance of $289,105 is a concerning issue since it is only 4% of the FY 2016/17 adopted budget. An ideal fund balance would be approximately 30% of the annual budget. Staff therefore recommends that the City conduct a rate study and adjustment in 2017 to stabilize the Refuse Fund's operations and fiscal stability. Staff anticipates Monterey Park residential and commercial refuse customers will still see a reduction in their bills after the rates are adjusted.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Amy Ho
Principal Management Analyst

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. CEQA Initial Study and Negative Declaration and related Resolution
2. Athens Services Application (Residential and Commercial Services)
3. Ware Disposal Application
4. NASA Services Application
5. Residential Solid Waste Agreement
6. Commercial Solid Waste Agreement

ATTACHMENT 1

CEQA Initial Study, Negative Declaration and Resolution

RESOLUTION NO.

A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; ADOPTING A NEGATIVE DECLARATION; AND AUTHORIZING THE MAYOR TO EXECUTE FRANCHISE AGREEMENTS IN A FORM APPROVED BY THE CITY ATTORNEY IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER 6.09.

The City Council of the city of Monterey Park does resolve as follows:

SECTION 1: The City Council finds and declares that:

A. Existing solid waste franchises will expire on August 31, 2017. The City Council is considering awarding new solid waste franchises in accordance with Monterey Park Municipal Code ("MPMC") Chapter 6.09 (the "Project"). An exclusive solid waste franchise will be awarded for residential accounts; up to three commercial solid waste franchises may be awarded.

B. The Project will be identical to, or substantially the same as, that currently being provided throughout the City by existing solid waste franchisees.

C. On July 6, 2016, the City Council authorized the release of a Request for Qualifications (RFQ) to companies interested in applying for either residential or commercial solid waste franchises for collection and recycling services.

D. The City Manager, or designee, reviewed the Project's environmental impacts pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§15000, *et seq.).* CEQA and the CEQA Guidelines are collectively referred to as "CEQA Regulations";

E. The RFQ was published in the Monterey Park Progress on three dates: July 14, 21, and 28, 2016.

F. Thirteen companies responded to the RFQ and submitted statements of qualifications. Based on the criteria approved by the City Council, on September 21, 2016, the City Council qualified five companies to apply for the Request for Applications (RFA) for a residential solid waste franchise and nine companies to apply for solid waste commercial franchises.

G. Representatives from the qualified companies attended a mandatory pre-application meeting on October 11, 2016.

H. The deadline for submitting proposals in response to the RFA was November 17, 2016. The City received and 3 applications: Athens Services, Ware Disposal and NASA Services.

I. This Resolution is adopted based upon the entirety of the administrative record including, without limitation, the staff report dated January 18, 2017 submitted as part of the City Council's agenda packet.

SECTION 2: *Factual Findings and Conclusions*. Based upon the proposals received by the City in response to the RFQ, the City Council finds as follows:

A. Only CNG-powered vehicles will be utilized for solid waste collection. Accordingly, no increases in air pollutants or GHG emissions over the baseline conditions are expected.

B. Vehicle routing will be the same or substantially similar to that currently utilized.

C. The City may approve all routes before the franchise periods begin. This will allow the City to ensure that arterial streets and intersections with Level of Service (LOS) issues can be avoided during peak hours.

D. Solid waste collection cannot commence before 7:00 a.m. or continue after 6:00 p.m. Solid waste franchisees must comply with the noise standards set forth in MPMC Chapter 9.53 and all vehicles will be subject to annual noise level testing and certification by the City.

E. The City is considering awarding franchise agreements to private companies that would allow collection of residential and commercial solid waste from locations throughout the City. Each of the chosen franchisees will be the only provider authorized to provide solid waste collection services for the accounts awarded. Therefore, there will be no successive projects of this type.

SECTION 3: *Environmental Review*. Based upon the findings in Section 2, the City Council finds that:

A. The Project is exempt from further review under the CEQA Regulations pursuant to CEQA Guidelines §§ 15061(b)(3) (the "Common Sense Exemption") and 15301 ("Existing Facilities").

B. None of the exceptions to the categorical exemptions contained in CEQA Guidelines § 15300.2 are applicable to the Project for the following reasons:

1. The Project is not a Class 3, 4, 5, 6, or 11 project and, therefore, is not subject to the exception pertaining to projects located in particularly sensitive environments.

2. Project is one where significant cumulative impacts will not occur from successive projects of this type occurring in the same location over time.

3. There is no reasonable probability that unusual circumstances will cause the project to have a significant effect on the environment.

4. The Project will not result in damage to scenic resources within a state designated scenic highway.

5. The Project site is not listed as a hazardous waste and substance facility or site by the Department of Toxic Substances Control pursuant to Government Code § 65962.5.

6. The Project will not cause a substantial adverse change to the significance of a historical resource.

C. Without waiving the right to rely upon the applicable categorical exemptions, the City Manager, or designee, nevertheless prepared an Initial Study for the purpose of providing additional analysis and information to the City Council. The Initial Study and Negative Declaration attached as Exhibit "A," and incorporated by reference, confirms that the Project could not have a significant effect on the environment (the "Negative Declaration").

D. The Negative Declaration was prepared in accordance with the requirements of CEQA Regulations, is adequate, and reflects the City Council's independent judgment and analysis.

E. A Notice of Availability/Notice of Intent to Adopt a Negative Declaration was posted at the Los Angeles County Registrar-Recorder/County Clerk on December 28, 2016.

SECTION 4: *Actions and Authorizations*. The City Council takes the following actions:

A. Without waiving the right to rely upon the applicable categorical exemptions, the City Council adopts the Negative Declaration.

B. The City Manager, or designee, is directed to file a Notice of Determination in accordance with Public Resources Code §§ 21152, 21167(f); CEQA Guidelines § 15075; and any other applicable law.

C. The Mayor is authorized to execute solid waste franchises, in a form approved by the City Attorney, with those companies identified by the City Council by separate minute order.

SECTION 5: *Reliance on the Record*. Each and all of the findings and determinations in

this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Limitations*. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions.

SECTION 7: *Summaries of Information*. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8: The City Clerk is directed to mail a copy of this Resolution to any other person requesting a copy.

SECTION 9: This Resolution becomes effective immediately upon adoption and constitutes the City Council's final decision. Note that persons dissatisfied with this decision may appeal it to a court of competent jurisdiction pursuant to Code of Civil Procedure § 1094.6.

PASSED, APPROVED, AND ADOPTED this 18th day of January, 2017.

_____
Mitchell Ing, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Karl H. Berger
Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEREY PARK)

I, Vincent D. Chang, hereby certify that the above foregoing Resolution No. ____ was duly passed and adopted by the City Council at a regular meeting held on the 18th day of January, 2017 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

Dated this 18th day of January, 2017

_____
Vincent D. Chang, City Clerk
City of Monterey Park

Exhibit "A" – Negative Declaration

CEQA INITIAL STUDY & NEGATIVE DECLARATION

for the

CITY OF MONTEREY PARK

AWARD OF FRANCHISE AGREEMENTS FOR SOLID WASTE COLLECTION AND DISPOSAL

Project Title:	City of Monterey Park award of franchise agreements for the collection, recycling, and disposal of commercial and residential solid waste generated in the City.
Lead agency name and address:	City of Monterey Park Public Works Department 320 W. Newmark Avenue Monterey Park, CA 91754
Contact person and phone number:	Tito Haes, Interim Public Works Director (626) 307-1320
Project Location:	Citywide – City of Monterey Park
General Plan Designations	Citywide, applicable to all land use within the City of Monterey Park boundaries. The project applies to all General Plan designations.
Zoning	Citywide, applicable to all land and zone districts within the City of Monterey Park boundaries. The project applies to all Zoning designations.
Project sponsor's name and address:	City of Monterey Park 320 W. Newmark Avenue Monterey Park, CA 91754

Introduction and Background

Pursuant to CEQA, the City of Monterey Park has prepared this Initial Study/Negative Declaration to evaluate the potential environmental effects of the proposed project. This IS/ND addresses all environmental issues listed in Appendix G of the CEQA Guidelines.

The proposed project is for the City of Monterey Park to award an exclusive franchise agreement to collect, recycle, and dispose of residential refuse and to provide temporary debris box service to a single qualified company and to award a franchise agreement to up to three qualified companies to

collect, recycle, and dispose of commercial solid waste and to provide temporary debris box service. Waste hauling services are currently provided in the City of Monterey Park. The proposed operation will be established as follows:

- Residential single family collection. This new franchise is expected to be awarded to the current waste hauler franchisee.
- Residential multifamily collection. This new franchise is expected to be awarded to the current waste hauler franchisee.
- Commercial collection:
    - Option 1: A total of up to three franchises may be awarded to up to three different waste haulers, including the current franchisee.
    - Option 2: One exclusive franchise may be awarded to a single waste hauler.

The current franchise agreements will expire on August 31, 2017 and the terms of the subject new franchises will be from September 1, 2017 to August 31, 2024.

The Project, by itself, does not propose or authorize any new collection, recycling and disposal of solid waste that do not currently exist. The franchise agreements under consideration for this Initial Study are for the continuation of existing operations to collect commercial and residential solid waste throughout the City.

Public Agency Approvals Required (E.G., Permits, Financing Approval, or Participation Agreement)

- City of Monterey Park
- City of Monterey Park Department of Public Works

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐	Aesthetics	☐	Agriculture and Forestry	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Geology/Soils
☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials	☐	Hydrology/Water Quality
☐	Land Use/Planning	☐	Mineral Resources	☐	Noise
☐	Population/Housing	☐	Public Services	☐	Recreation
☐	Transportation/Traffic	☐	Tribal Cultural Resources	☐	Utilities/Service Systems
☐	Mandatory Findings of Significance				

DETERMINATION:

On the basis of this initial evaluation:

☒	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☐	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
☐	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature:	**Date:**
Printed Name:	**For:**

ENVIRONMENTAL CHECKLIST

This Initial Study has been prepared consistent with California Environmental Quality Act (CEQA) Guidelines Section 15063, to determine if the project, as proposed, may have s significant effect upon the environment. Based upon the findings contained within this report, the Initial Study will be used in support of the preparation of a Negative Declaration.

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a. Earlier Analysis Used. Identify and state where they are available for review.

    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared

or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

    a. the significance criteria or threshold, if any, used to evaluate each question; and

    b. the mitigation measure identified, if any, to reduce the impact to less than significance.

I. AESTHETICS **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c) and d) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

A scenic vista is typically defined as a public view of highly valued visual scenic resources such as a distant mountain range. There are no state-designated scenic highways in the City of Monterey Park and the view of existing distant mountain range will not be affected by the project. The Project at a program level will not result in any adverse impacts to a scenic vista. In addition, the Project will not generate any outdoor artificial light that may have a detrimental effect on adjacent properties.

Therefore, no significant adverse impacts to aesthetics are expected to occur due to the implementation of the Project and no further analysis is warranted.

II. AGRICULTURAL AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c), d) and e) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

The Project at a program level will not result in any adverse impacts to a natural habitat, watershed, scenic resources, recreational amenities, agricultural lands, forest resources, wetlands, woodlands, and minerals. No loss or conversion of forest land would result from the proposed project. The project does not cause any rezoning of land and there will be no conflict with existing zoning or involve any change in the existing environment.

Therefore, no significant adverse impacts to agricultural and forestry resources are expected to occur due to the implementation of the Project and no further analysis is warranted.

III. AIR QUALITY **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c), d) and e) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

In both the residential and commercial Option 1 and 2, the franchisees will operate only CNG powered trucks in City's jurisdiction. The residential franchisee will collect from customers 5 days per week but may collect from street cans up to 7 days per week. The commercial franchisee may serve up to 7 days per week. The total number of trucks required to be in operation will be as follows:

Estimated Monthly Trucks Required	Baseline Current Conditions	Proposed Project New Franchise	% Change
Residential – Single family Collection	61.7	56	- 9.07%
Residential – Multifamily Collection	153.5	96.5	- 6.28%
Commercial Collection – Option 1	281.6	310.3	10.11%
Commercial Collection – Option 2	281.6	255	- 9.04%

As indicated above, the number of trucks required per month for both the residential single family and multifamily collection will decrease by about 9% and 6% respectively. Option 1 of the commercial collection will increase slightly over 10%. Option 2 will decrease the number of monthly trucks by about 9%. These efficiencies are mainly due to the increase in recycling material being sorted and transferred to close proximity facilities resulting in a decrease in waste being transported to land fill. The difference of number of trucks per month required for commercial collection between Option 1 and 2 is due to the franchisee transfer location of waste to various consolidated disposal facilities.

In general, the proposed project will decrease the number of trucks required for the collection of waste from the current baseline operation except for a slight increase in option 1. All vehicles used by the City's current franchisee are CNG vehicles. The awarded franchisees will also be required by contract to use clean CNG vehicles and therefore no significant impact to air quality is expected. In addition, all trucks will be in compliance with California Air Quality Management District (AQMD) Rule 1193, kept in in good repair, and inspected daily.

In conclusion, the proposed Project would not result in any cumulative net increases of criteria pollutants. Therefore, no significant adverse impacts to air quality are expected to occur due to the implementation of this Project, and no further analysis is warranted.

IV. BIOLOGICAL RESOURCES Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c), d), e) and f) No Impact – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

The collection of residential and commercial refuse will not result in any adverse impacts to a natural habitat, species or conservation area. The project does not interfere with the movement of any native resident or migratory fish or wildlife, or migratory corridors or impeded the uses of native wildlife nursery site. The project does not conflict with any city policies and ordinances or any other city approved habitat conservation plan. As previously noted in Section II Agricultural and Forestry Resources of this Initial Study, the proposed Project would have no impact on any agricultural and/or natural resource areas.

Therefore, no significant adverse impacts to biological resources are expected to occur due to the implementation of this Project, and no further analysis is warranted.

V. CULTURAL RESOURCES **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c) and d) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

Because the project is limited to the collection of commercial and residential refuse and it does not involve any construction or excavation, the project will not have any adverse effect on historical, archaeological or paleontological resources. Further, because no excavation will occur, it will not have any adverse impact on human remains interred outside of dedicated cemeteries.

Therefore, no significant adverse impacts to cultural resources are expected to occur due to the implementation of this Project, and no further analysis is warranted.

VI. GEOLOGY AND SOILS **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☐	☒
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☐	☒
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv. Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c), d) and e) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

The 2015 California Building Code (CBC) addresses potential impacts related to geologic conditions with all structures constructed in the City required to meet soil suitability and safety requirements based on underlying soil types and Alquist-Priolo designation. The proposed Project will not increase density or infill and will not allow for or promote the construction of new buildings at risk of geologic hazard. The routine collection of commercial and residential waste will have no impact on geology and soils.

Therefore, no significant adverse impacts to geology and soils are expected to occur due to the implementation of this Project, and no further analysis is warranted.

VII. GREENHOUSE GAS EMISSIONS **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a) and b) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

As discussed in the "Air Quality" and "Transportation/Traffic" section the proposed Project will reduce the number of trucks currently in operation with no significant additional vehicle miles per week from the current operation. Like the existing service provider, the franchisees will be required by contract to utilize all CNG-powered vehicles. Further, all trucks are equipped with side or front loader mechanism and will be CNG powered. Therefore, no significant impact to greenhouse gas emissions is expected.

Trucks are required, under the new franchise agreement, to be no more than seven years old, be maintained in "like new" condition, meet or exceed all state and local safety requirements and in compliance with AQMD Rule 1193, be kept in good repair and inspected daily.

In addition, the project does not propose changes to the land use or levels of development that are allowed under the General Plan. Therefore, no significant adverse impacts to greenhouse gas emissions are expected to occur due to the implementation of this Project, and no further analysis is warranted.

VIII. HAZARDS AND HAZARDOUS MATERIALS **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c), d), e), f), g), h) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

Hazardous waste means any hazardous substance, material, waste materials or defined as such pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Ch. 9601 et seq., and all future amendments to either of them, or as defined by the California Health & Safety Code, California Code and Regulations, the Porter-Cologne Act, California Water Code, California Environmental Protection Agency or the California Integrated Waste Management Board, Federal Water Pollution Control Act, Hazardous Material Transportation Act, by any Superfunds or Superlien Law, or any other federal, state, or local law or regulation. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

In both the residential and commercial Option 1 and 2, hazardous waste will not be collected. In addition, the project does not involve in any way the handling or use of hazardous or acutely hazardous material. It will not adversely affect any land use plan, interfere with any adopted emergency procedures or expose people or structure to risks related to hazardous material. Transportation, use or disposal of hazardous waste materials within the City are subject to federal and state statues.

In addition, the franchise agreement requires all trucks to be watertight and leakproof to prevent accidental leakage and to be properly maintained to meet State, County and City requirements, whichever is stricter. If a franchisee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on City property, including streets, storm drains, or public rights of way, the franchisee will immediately notify the City Manager or his/her designee for appropriate actions. Franchise agreements also require clean up by the franchisee.

Therefore, there will be no adverse impacts related to hazards and hazardous materials due to the implementation of this Project, and no further analysis is warranted.

IX. HYDROLOGY AND WATER QUALITY	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c), d), e), f), g), h) i) and j) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

The proposed Project has no provision that affect hydrology and water resources in any way. Thus, implementation of the proposed franchise agreements in either Option 1 or 2, would not require the construction of additional water resources facilities, the need for new or expanded water entitlements, or alteration of drainage patterns. The project would not deplete groundwater supplies or interfere substantially with groundwater recharge. The proposed Project would not create or contribute runoff water or provide additional sources of polluted runoff, violate any water quality standards or waste discharge requirements, or otherwise substantially degrade water quality. In addition, there are no components of the proposed Project that would modify the existing flood hazard area or expose people or structure to significant risk of loss, injury, or death involving flood or inundation by seiche, tsunami, or mudflow.

Note: The franchise agreements require the haulers to immediately clean up any spills or litter created during collection operations.

Therefore, no significant adverse impacts to hydrology and water quality are expected to occur due to the implementation of this Project, and no further analysis is warranted.

X. LAND USE AND PLANNING **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), and c) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

There are no provisions of the proposed Project that would directly or indirectly affect land use plans, policies, or regulations. The Project does not create any division within the community and does not conflict with any adopted plans.

Therefore, no significant adverse impacts to land use and planning are expected to occur due to the implementation of this Project, and no further analysis is warranted.

XI. MINERAL RESOURCES **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a) and b) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

The proposed Project will not result in the loss of availability of a known mineral resource of value to the region and the residents of the state or a locally important mineral resource recovery site delineated on the City General Plan, Specific Plan or Land Use Plan.

Therefore, no significant adverse impacts to mineral resources are expected to occur due to the implementation of the Project and no further analysis is warranted.

XII. NOISE **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a). b), c), d), e) and f) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

For both Option 1 and 2, the franchise agreements require that the franchisee must protect peace and quiet in residential areas. The residential franchisee will collect from customers 5 days per week but may collect from street cans up to 7 days per week. The commercial franchisee may serve up to 7 days per week. As such, waste collection will not start before 7:00 am or continue after 6:00 pm. If the day of collection on any given route falls on a legal holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) the franchisee will provide collection service for such route on the following day following such holiday, except Sunday, and will not provide collection service on such holiday.

The noise level generated by compaction vehicles using compaction mechanism during the stationary compaction process will not exceed the stricter of the City of Monterey Park Municipal Code Section 9.53 noise standards or seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. The franchisee will submit to the City, annually, a certificate of vehicle noise level testing of all vehicles by an independent testing entity. Noise level testing will be undertaken when so ordered by the City Manager and the franchisee will warrant that it will comply with all measures and procedures promulgated by all agencies with jurisdiction over the safe, sanitary operation of all its equipment.

As such, the Project will not generate any temporary or permanent substantial noise. Therefore, no significant adverse impacts to noise are expected to occur due to the implementation of the Project and no further analysis is warranted.

XIII. POPULATION **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a). b) and c) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

As such, the project will not generate any new growth in population. The proposed Project would not result in the creation of any industry that would induce or inhibit population growth or distribution. Because the proposed Project has no effect on population growth or distribution, the Project would not directly or indirectly induce the construction of single or multi-family housing units.

Therefore, no significant adverse impacts to population and housing are expected to occur due to the implementation of the Project and no further analysis is warranted.

XIV. PUBLIC SERVICES **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

As such, the Project will not induce or redistribute population growth and therefore would not increase demand on the City fire or police services, schools, parks or other public facilities.

Therefore, no significant adverse impacts to public services are expected to occur due to the implementation of the Project and no further analysis is warranted.

XV. RECREATION **Would the project:**	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a) and b) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

As discussed under "Land Use and Planning" and "Population and Housing" sections, there are no provisions of the proposed Project that would affect land use plans, policies, ordinances, or regulations. No land use or planning requirements, including those related to recreational facilities will be altered by the proposed Project. The proposed Project does not have the potential to directly or indirectly induce population growth or redistribution. As a result, the proposed Project would not increase the use of, demand for existing neighborhood and/or regional park or other recreational facilities or require the construction or expansion of recreational facilities that might have adverse physical effect on the environment.

Therefore, no significant adverse impacts to recreation are expected to occur due to the implementation of the Project and no further analysis is warranted.

XVI. TRANSPORTATION/TRAFFIC	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☒
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c), d), e) and f) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

The Project does not propose alterations to the transportation and circulation network within the City, nor does it call for any development that would overburden the existing or planned roadways. None of the franchisee will dispose of the residential and commercial waste within the city. Each franchisee will transfer refuse to facilities outside the City jurisdiction, as follows:

Material Recovery Facility (MRF) to be used for processing:

- Athens MRF in the City of Industry (Option 1)
- Ware Disposal MRF in Santa Ana (Option 1 & 2)
- Puente Hills MRF in Whittier (Option 1 & 2)
- Direct Disposal in Los Angeles, (Option 1 & 2)

Organic waste:

- Victorville composting facility (Option 1)
- Santa Ana biomass facility (Option 1 & 2)

Landfills:

- San Bernardino County landfills (Option 1)
- Orange County landfills (Option 1 & 2)

Vehicle mile travelled to these facilities outside the City jurisdiction will not affect transportation/traffic on the City network. Some of these facilities are currently used for the existing waste hauling operation servicing the city.

Following are estimates of changes in the street-miles required for collection of residential and commercial refuse and recyclable materials. There will be no change in the miles required for collection of single family cart customers since the proposed waste hauler is the same as the current franchise with the same operation. For multifamily bin customers, the current franchisee proposes to change from collecting mixed waste and recyclable materials in a common container to separate collection of waste and recyclable materials. This analysis assumes that all multifamily customers will receive at least two collection per week, one for trash and one for recyclable, and that customers that now receive multiple collections per week will receive one less collection per week. For example, if a multifamily building now receives collection of mixed waste and recyclable three day per week, with the new program they will receive refuse collection two days per week and recyclable collection one day per week.

The current franchisee provides commercial customers with co-collection of mixed waste and recyclable materials. For the new program, the current franchisee and a proposer will provide separate collection of waste and recyclable materials. Another proposer program will differ slightly with two separate routes for customers that generate organic waste (restaurants and grocery stores) and customers that generate waste with higher percentage of paper (retail, office, etc.). For the Option 1, with up to three hauler scenarios, the assumption is that the haulers will split the customer base equally and serve alternating customers on each street. Therefore, two trucks will travel on each street to service all customers.

Table 1 – Estimated Weekly Truck Miles to Serve All Commercial Customers

	Weekly miles required by collection trucks					
Primary Streets with Customers	1 day/wk	2 days/wk	3 days/wk	4 days/wk	5 days/wk	6 days/wk
N Atlantic Blvd	0.5	0.1	0.3	0.0	0.3	0.3
S Atlantic Blvd	2.1	2.1	1.8	1.8	0.0	1.6
N Chandler Ave	0.4	0.0	0.4	0.0	0.0	0.0
Corporate Dr	0.6	0.6	0.6	0.6	0.6	0.6
N Garfield Ave	0.4	0.4	0.4	0.4	0.4	0.4
S Garfield Ave	2.0	2.0	1.5	0.0	1.0	1.0
Lincoln Ave	0.3	0.3	0.3	0.0	0.0	0.3
Monterey Pass Rd	2.0	2.0	2.0	0.0	2.0	0.0
E Pomona Blvd	0.3	0.3	0.0	0.3	0.0	0.0
W Pomona Blvd	0.4	0.4	0.0	0.0	0.0	0.0
Potrero Grande Dr	1.7	1.0	1.0	1.0	1.0	0.0
E Garvey Ave	1.0	1.0	0.5	0.5	0.5	0.5
W Garvey Ave	2.0	2.0	0.5	0.2	0.2	1.7
Subtotal	13.6	12.1	9.3	4.8	6.0	6.4
Additional Distance (+25%)	3.4	3.0	2.3	1.2	1.5	1.6
Total weekly street-miles	17.0	15.1	11.6	5.9	7.5	7.9

The data in this table represents an estimate of the total number of street-miles required by a collection truck to serve all commercial customers in the city under the current franchise. All customers are served at least once per week. The data in the column of table 1 labeled "1 day/wk" represents the street-miles that a collection truck would travel on all of the major commercial streets to collect mixed waste from all of the customers on those streets. The estimated travel distance to serve those customers in 17.0 miles.

Some customers in the city require service on multiple days of the week. To serve these customers, a collection truck must travel on the streets listed in Table 1 a second, third, fourth, fifth, or sixth time per week. However, on these other days, the truck may not have to travel the full distance of the streets, or in some cases not travel on some of the streets because none of the businesses on those streets require service on the additional day. For example, if all none of the businesses on a street require service more than 3 times per week, on the 4th day of the week, the truck would not have to travel on that street.

Some businesses may require service on a Sunday, but the additional street-miles required to serve such customers were determined to be insignificant.

All of the streets with commercial customers are not included in Table 1 because the street segments that include commercial customers are short. To account for the miles traveled on these other street segments, the total street miles listed in Table 1 were increased by 25%.

- Current condition requires about 65 miles/week travel to collect mixed waste and recyclable (street miles were increase by 25% to account for streets not on the list and travel between streets.

- New Franchise – 1 Hauler – will require 65 miles/week travel to collect waste with two types of routes as described above. The total number of weekly route required would be the same as at present. (street miles were increased by 25 % to account for streets not on list and travel between streets)

- New Franchise – 2 Haulers – will require 130 miles/week to collect waste
  34 miles/week to collect source-separated recyclable
  164 total miles/week

  Assumption: Worst case, two haulers split the customer base equally and serve every other customer on each street. Therefore, both hauler's truck will travel the same distance but serve only one customer. (street miles were increased by 25 % to account for streets not on list and travel between streets).

- New Franchise – 3 Haulers – will require 195 miles/week to collect waste
  51 miles/week to collect source-separated recyclable
  246 total miles/week

  Assumption: Worst case, the three haulers split the customer base equally and therefore each travels the same streets, but serves only one third of the customers on those streets. (street miles were increased by 25 % to account for streets not on list and travel between streets).

Table 2 – Estimated Weekly Truck Miles to Serve All Residential Customers

Change condition: No change planned for single family cart customers
For multifamily, the current franchisee will convert from co-collection of mixed waste and recyclable materials to separate collection of waste and source-separated recyclables, thereby requiring that two collection vehicles serve each customer per week.

Primary Streets with Customers	1 day/wk	2 days/wk	3 days/wk
N Alhambra Ave	0.4	0.4	0.1
S Alhambra Ave	0.5	0.1	0.1
Baltimore Ave	0.3	0.1	0.0
Brightwood St	0.1	0.0	0.0
N Chandler Ave	0.4	0.1	0.2
S Chandler Ave	0.2	0.0	0.0
College View	0.5	0.5	0.0
El Repetto Dr	0.1	0.0	0.0
E Emerson Ave	0.8	0.0	0.0
W Emerson Ave	0.5	0.0	0.0
Everett Ave	0.1	0.0	0.0
W Fernfield Ave	0.1	0.0	0.0
S Garfield Ave	0.7	0.6	0.6
W Garvey Ave	0.2	0.2	0.0
E Graves Ave	0.5	0.4	0.0
E Hellman Ave	0.7	0.5	0.0
N Lincoln Ave	0.4	0.4	0.4
Mc Pherrin Ave	0.3	0.3	0.1
N Moore Ave	0.1	0.1	0.0
N New Ave	0.3	0.3	0.3
E Newmark Ave	0.7	0.7	0.1
W Newmark Ave	0.5	0.0	0.0
N Nicholson Ave	0.4	0.4	0.4
S Orange Ave	0.4	0.4	0.1
Pomelo Ave	0.2	0.2	0.1
E Pomona Blvd	0.1	0.0	0.0
S Ramona Ave	0.3	0.3	0.0
Sefton Ave	0.2	0.2	0.0
N Ynez Ave	0.3	0.1	0.0
S Ynez Ave	0.2	0.2	0.0
Subtotal street-miles	**10.5**	**6.5**	**2.5**
Additional miles (+25%)	2.6	1.6	0.6
Total weekly street-miles	**13.1**	**8.1**	**3.1**

Under the current franchise, all residential cart and bin customers are served at least once per week. Some bin customers (multifamily) require service a second or third time per week. The data in Table

2 represents an estimate of the total street-miles that collection trucks travel each week to serve all residential cart customers under the current franchise.

The data in the column labeled "1 day/wk" is an estimate of the total miles that collection trucks travel on each of the streets listed to serve all cart and bin customers one day per week. The data in the columns labeled "2 days/wk" and "3 days/wk" are estimates of the additional street miles that trucks travel to serve bin customers that require service on a second and third day each week.

To account for the street segments that are traveled but are not included in Table 2, the total miles for the week were increased by 25%.

- Current condition requires 24.3 miles/week for co-collection of trash and recyclables
- New franchise: 16.3 miles/week required for collection of trash
  13.1 miles/week for collection of source-separated recyclables
  29.4 total miles/week
  Assumption: Collection of source-separated recyclables will be provided to all customers once per week. The frequency of service to customers that now have multiple collections per week will be reduced because of the source-separated recycling program. (street miles were increased by 25 % to account for streets not on list and travel between streets).

Therefore, there is no significant increase in vehicle miles travel for residential single family and multifamily waste collection in the new proposed program.

When considering the commercial collection, the proposed Option 2, with a single hauler will also have no adverse impact since the weekly mile travel is the same as it is required under the current franchise. Option 1 with 2 or 3 haulers will increase the number of vehicle miles from the current baseline. This is due to a duplication of service by each hauler on the same street.

The franchise agreement anticipates such challenges and requires that, if Option 1 is selected, each franchisee will submit and coordinate the route with the City for approval. Duplication of hauling routes will be eliminated and the service will be streamlined. In reviewing the routes, the City will also require to avoid arterials and intersections with low Level of Service (LOS) during peak hours as necessary.

Therefore, no significant adverse impacts to transportation/traffic are expected to occur due to the implementation of the Project and no further analysis is warranted.

XVII. TRIBAL CULTURAL RESOURCES

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a) and b) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

As discussed in the "Cultural Resources" Section, the Project would have no adverse impacts to any known or potential cultural resources including to California Native American tribes and will have no effect on any listed or eligible listing on any local, regional of state historical resources registers.

Therefore, no significant adverse impacts to tribal cultural resources are expected to occur due to the implementation of the Project and no further analysis is warranted.

XVIII. UTILITIES AND SERVICES SYSTEMS	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b), c), d), e), f) and g) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

As discussed in the section addressing hydrology and water quality, the proposed Project would not create or contribute runoff water that would exceed the capacity of existing or planned storm water drainage system or provide substantial additional sources of polluted runoff, violate any water quality standards or waste discharge requirements, or otherwise substantially degrade water quality. Thus, implementation of the proposed Project would not result in exceeding wastewater treatment requirements, require the construction of new water or wastewater treatment facilities, or require new sources of water be developed. In addition, the proposed Project, by itself, would not generate solid or hazardous waste, require additional waste disposal capacity, or generate waste that does not meet applicable federal, state, or City regulations.

Therefore, no significant adverse impacts to utilities and services systems are expected to occur due to the implementation of the Project and no further analysis is warranted.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project:				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☒
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Discussion/Conclusion/Mitigation

a), b) and c) *No Impact* – The Project, by itself, does not propose or authorize any development and does not require modification or alteration of existing structures. Waste hauling services are currently provided in the City of Monterey Park. The proposed Project is for the award of up to three franchise agreements for the collection of commercial waste and one franchise agreement for the collection of residential waste.

There are no provisions of the proposed Project that would affect land use plans, policies, or regulations. Land use and other planning considerations are determined by the City and no land use or planning requirements will be altered by the proposed Project. The proposed Project would not cause adverse effects that would degrade the quality of the environment, reduce habitat or fish or wildlife species, threaten a plant or animal community, or eliminate examples of California history or prehistory or in any way have an environmental effect that would cause adverse effects on human beings.

ORIGINAL FILED

DEC 28 2016

LOS ANGELES, COUNTY CLERK

CITY OF MONTEREY PARK

Community & Economic Development Department
320 West Newmark Avenue, Monterey Park, California 91754
(626) 307-1324

Notice of Intent to Adopt
An Initial Study/Negative Declaration

Pursuant to the State of California Public Resources Code Section 21092, this is to advise you that the City of Monterey Park has prepared an initial study of environmental impacts on the following project:

Project Title: City of Monterey Park award of franchise agreements for the collection, recycling, and disposal of commercial and residential solid waste generated in the City.

Project Description: The proposed project is for the City of Monterey Park to award an exclusive franchise agreement to collect, recycle, and dispose of residential refuse and to provide temporary debris box service to a single qualified company and to award a franchise agreement to up to three qualified companies to collect, recycle, and dispose of commercial solid waste and to provide temporary debris box service. Waste hauling services are currently provided in the City of Monterey Park. The proposed operation will be established as follows:

- Residential single family collection. This new franchise is expected to be awarded to the current waste hauler franchisee.
- Residential multifamily collection. This new franchise is expected to be awarded to the current waste hauler franchisee.
- Commercial collection:
  - Option 1: A total of up to three franchises may be awarded to up to three different waste haulers, including the current franchisee.
  - Option 2: One exclusive franchise may be awarded to a single waste hauler.

The current franchise agreements will expire on August 31, 2017 and the terms of the subject new franchises will be from September 1, 2017 to August 31, 2024.

The Project, by itself, does not propose or authorize any new collection, recycling and disposal of solid waste that do not currently exist. The franchise agreements under consideration for this Initial Study are for the continuation of existing operations to collect commercial and residential solid waste throughout the City.

Project Location: Citywide

Environmental Determination: This Initial Study has been prepared consistent with California Environmental Quality Act (CEQA) Guidelines Section 15063, to determine if the project, as proposed, may have s significant effect upon the environment. Based upon the findings contained within this report, the Initial Study will be used in support of the preparation of a Negative Declaration.

Public Review/Public Comment Period: Copies of the proposed Negative Declaration and Initial Study are available for public review at the following locations:

- City of Monterey Park, Community and Economic Development Department, 320 West Newmark Avenue, Monterey Park, California 91754
- Monterey Park Bruggemeyer Library, 318 South Ramona Avenue, Monterey Park, California 91754
- Langley Senior Citizen Center, 400 West Emerson avenue, Monterey Park, California 91754

A 20-day public review period for the Negative Declaration begins on December 28, 2016 and ends January 16, 2017 at 5:00 PM. If you would like to comment, please send written comments to:

Tito Haes, Interim Public Works Director
City of Monterey Park Public Works Department
320 West Newmark Avenue
Monterey Park, California 91754
626-307-1320

Public Hearing: The City of Monterey Park City Council is scheduled to consider the IS/ND and proposed project at its regular City Council meeting on January 18, 2017 at 7:00 PM, at the City Hall Council Chambers, 320 West Newmark Avenue, Monterey Park, California. To confirm the date and time of the meeting and for additional information concerning the proposed project, please check the City's website: http://www.montereypark.ca.gov/Calendar.aspx?CID=14

ATTACHMENT 2

Athens Services Application for Residential and Commercial Services

November 17, 2016

RESPONSE TO
REQUEST FOR APPLICATION

Mr. Ron Bow, Director of Public Works / Assistant City Manager
Ms. Amy Ho Principal Management Analyst
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, Ca. 91754

Athens Services
Gary M Clifford II, Executive Vice President
14048 Valley Boulevard
City of Industry, CA 91746
E-mail: gclifford@athensservices.com
Direct Line: 626-336-3636
Fax: 626-330-0456

Athens Services

REQUEST FOR APPLICATION FOR A WASTE COLLECTION AND RECYCLING FRANCHISE (BOTH RESIDENTIAL AND COMMERCIAL) (RFA)

November 17, 2016

Mr. Ron Bow, Director of Public Works / Assistant City Manager
Ms. Amy Ho Principal Management Analyst
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, Ca. 91754

Dear Mr. Bow:

Athens Services has dutifully serviced and has had a long and productive relationship with the City of Monterey Park for over 50 years and seeks to continue to provide the same levels of trust, accountability, community involvement and customer service that define a business relationship with a family enterprise. Founded in 1957 by Jack Arakelian, the Arakelian family continues to oversee the day-to-day operations of the company through a Board comprised of Ron Arakelian, Sr. (son of the company founder), Ron Arakelian, Jr., Michael Arakelian, Ron Arakelian III and Adam Arakelian.

Our company is the largest hauler and processor of (for recyclables) of MSW in the entire county, but we continue to work with a simple model predicated on our basic core values: providing excellent service, hiring locally and empowering our employees, and being intimately involved with the communities we service.

This cover letter transmits the proposal of Arakelian Enterprises, Incorporated (dba Athens Services or "Athens") to provide services pursuant to a request for applications titled Request for Application for a Waste Collection and Recycling Franchise (Both Residential and Commercial) (RFA) issued by the City of Monterey Park, dated September 30, 2016.

I certify on behalf of Athens Services, that we have examined, understood, and agreed to all requirements set forth in this RFA. Athens is applying for both Residential and Commercial Franchises.

A resolution of the Board of Directors of Athens Services is attached, granting me authority, in my capacity as Executive Vice President of Athens Services, to transmit and sign the application, negotiate a contract with the City, and execute any agreement, assurances, and other documents related to this Request for Applications and any subsequently awarded contract.

My signature with this letter serves as a consignment, in good faith, to the RFA selection process.

I further warrant that the service and performance requirements as described in this RFA, its enclosures, attachments, and all addenda have been thoroughly reviewed and Athens Services has conducted all due diligence necessary to confirm material facts upon which the Request for Application is based. Our 59 years of service in this region, and to the City of Monterey Park, speak volumes to our ability to meet and exceed your expectations in the RFA.

I am the contract manager and person authorized to sign on behalf of the company. Our legal description, site visit information, and place of business is:

Gary M Clifford II, Executive Vice President
Arakelian Enterprises Incorporated, dba Athens Services ("Athens")
A privately owned California Corporation, incorporated in the County of Los Angeles
14048 Valley Boulevard
City of Industry, CA 91746
Direct: (626) 336-3636 Fax: (626) 330-0456
Federal Tax ID Number: 95-4313271
Email: gclifford@athensservices.com

Athens provides collection services exclusively in 23 municipalities and County collection zones of Los Angeles County, and street sweeping in 26 cities. We are proud of our long term presence in the City of Monterey Park. Our Supervisors and Drivers have over 25 years of experience of safe operations and excellent recycling practices.

Sincerely,

Gary M Clifford II, Executive Vice President

SUMMARY OF ATHENS' MISSION AND CORPORATE PHILOSOPHY

Arakelian Enterprises Incorporated, dba Athens Services ("Athens") is a family-owned business that began as a single truck operation providing waste collection and disposal services to the Athens community in the County of Los Angeles over 59 years ago. We instill a family-style culture throughout our organization. We are committed to local workforce development by providing stable jobs, attractive wages, and benefits that translates into achieving high employee retention. We offer opportunities to advance within the company and are ready to meet our employees' special needs when they arise. Our drivers are tenured employees with approximately 53% having 10 years or more of experience and 11% have 20 years or more. Our company empowers employees to perform their jobs with a commitment to excellence and a "can do" attitude. Our excellent safety record is the result of well-trained and tenured employees who have safe and reliable equipment. We have approximately eight employees who live in the City of Monterey Park. Our City Supervisor, drivers, and support staff have been working in your community for over 25 years, some with more than 40 years of experience driving the streets of Monterey Park!

We believe Athens has a competitive advantage because we are a family-owned business dedicated to serving Monterey Park; yet we are large enough to have the financial capital to invest in and deploy new technologies that will move us closer to the higher diversion rates in the future. We have flexibility and speed in our decision-making; which enhances our competitive position when it is time to adapt and change in response to new conditions.

DESCRIPTION OF COMPANY SERVICES

Athens Services provides exclusive commercial and residential services to more cities in Los Angeles County than any other company. We tailor our collection programs to meet the specific needs of the communities we serve.

- We serve over 200,000 commercial and residential customers with a modern fleet of over heavy duty collection trucks.

- We provide exclusive residential and commercial waste collection and processing services to 23 communities and non-exclusive services to over 30 municipalities and unincorporated areas in Los Angeles and Riverside Counties. Our communities have some of the highest diversion in Southern California.

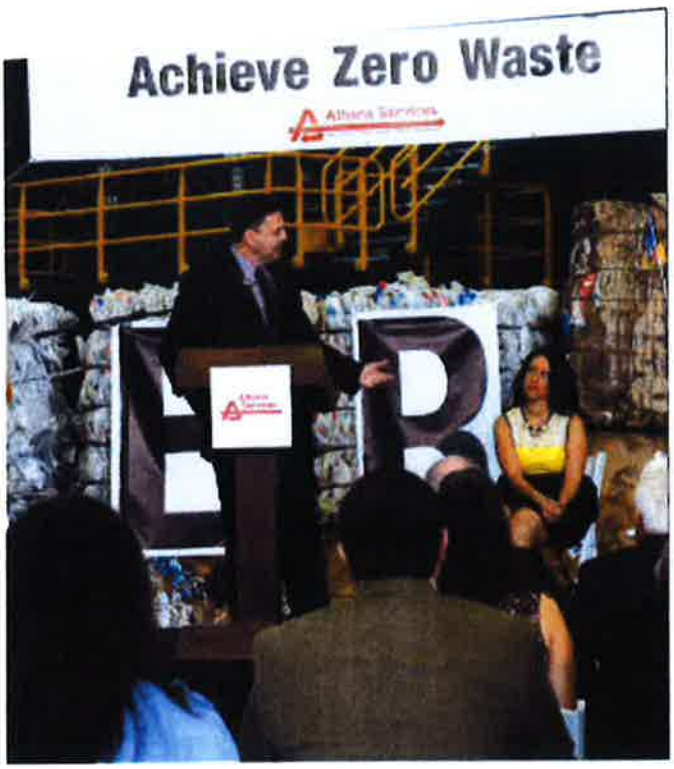
- The County of San Bernardino awarded a 10-year contract to Athens Services in 2013 to operate its six landfills and nine transfer stations. Athens provides all

equipment and manpower to operate and manage these facilities. Our arrangement allows for over one million tons per year of disposal capacity in San Bernardino County. Since inception of the contract, Athens has updated equipment and reduced air pollutants by 70%.

• Our City of Industry MRF, just 10 miles from Monterey Park, has existing processing capacity of 5,000 TPD. Our Sun Valley MRF, located in the City of Los Angeles, has a processing capacity of 1,500 TPD. Our City of Irwindale MRF has a processing capacity of 6,000 TPD. It is currently under development and will be operational in 2017, serving primarily customers throughout the San Gabriel Valley and portions of the Los Angeles basin. We are one of the few Southern California Companies that CURRENTLY process organic food waste in house.

• Our Customer Service Call Center is located in Irwindale, California. We believe our customer service program is the finest in the industry. Our Customer Service Call Center and our field staff features personalized assistance by professional representatives empowered to make decisions that resolve complaints directly and immediately. We are taking the initiative and installing new software and advanced technology that will enhance our response to the needs of our customers by being more accurate, reliable, and timely. Athens responds to 99.5% of customer service phone calls within 60 seconds.

• We serve all types of residential and commercial customers offering collection services that deploy residential and commercial containers; roll-off boxes and compactors; recycling and rubbish barrels; temporary bins; and pick up of construction and bulky waste. We are also an authorized food waste collection and composting operation, reducing rubbish by collecting and composting organic food waste. Athens Services also provides Street Sweeping in the City of Monterey Park, another service that we find goes hand-in-hand with waste collections. Keeping our curb and gutter waste free enhances the quality of life, and our streams and oceans.



Athens Services

SECTION 3.1:

Please refer to our Cover Letter.

Section 3.1.1:

Athens Services is applying for Residential and Commercial Waste Collection and Recycling Franchises.

Section 3.1.2:

Athens Service will continue to provide mixed waste processing for Residential and Multi-Family Barrel Customers (below 5 units). Athens Service will provide source separated bins for our multi-family and commercial bin customers, which could include a waste bin, recycle container, and separate container for organics as needed. All of our mixed waste and source separated recycled product will be processed at an Athens Services Material Recovery Facility. Organics Waste will be sent to our Composting Facility.

Section 3.1.3:

The Monterey Park Franchise is currently operated out of our Salt Lake Operations Yard located at 15045 Salt Lake Avenue, City of Industry, CA 91746.

Section 3.1.4:

Gary Clifford is responsible for managing the franchise and ensuring that all requirements of the franchise agreement are met. His contact information is as follows:

Gary M Clifford II, Executive Vice President
15045 Salt Lake Avenue
City of Industry, CA 91746
Direct: (626) 336-3636 Fax: (626) 330-0456 (Fax)
Email: gclifford@athensservices.com

Section 3.2:

See Exhibit A for Application Costs Forms.

SECTION 3.3:

A brief description of the background and experience of the Key Personnel who would be involved in the implementation and management of the applicant's services are as follows:

The Board

The Arakelian Family Board consists of Ron Jr., Michael, Ron III, and Adam. The Board Members are actively involved in the company and provide strategic direction to the executive team.

Additionally, Ron Sr., the son of company founder Jack Arakelian advises the Family Board and the executive team. His character and commitment to the family's--and the company's core values inspire management and staff at all levels of the company. He is an active participant at regularly scheduled meetings with the Family Board and with the executive team. It should also be noted that Ron Sr. initiated services in, and has been a caretaker for the City of Monterey Park for over 50 years.

Gary Clifford, Executive Vice President, Governmental Relations

15045 Salt Lake Avenue, Industry, CA 91746

Gary Clifford is Athens Services' Executive Vice President, focusing on municipal and strategic relationships and he has been with Athens Services for nearly a decade. Gary's extensive municipal, governmental, and business leadership experience is recognized throughout the Southern California region, and includes expertise in research, public outreach, capital project management, negotiating, and resolving complex managerial issues. As Executive Vice President, he is a member of the Athens Executive Team and oversees the company business strategies and development of new business opportunities along with compliance of existing contracts and ventures.

Gary has over 16 years of experience working with state and local government, including development of public policy and procedure and implementing municipal services. It includes 10 years of civic leadership as a Mayor, Mayor Pro-Tem, and Councilmember in the City of Glendora, and numerous years as a public employee. His unique background and experience provide direction on creating systems

that meet and exceed the expectations of the communities we serve. He has worked with a broad array of public officials at state, local, and federal levels and has developed valuable key relationships. His background includes many years spent with Warner Media Services, a division of AOL/Time Warner, and also as a Professor at Azusa Pacific University, School of Business and Management.

Ed Chen, Director of Governmental Affairs/Public Outreach Specialist
15045 Salt Lake Avenue, City of Industry CA 91746

Ed is responsible for developing new and enhancing existing relationships with all company stakeholders including local, state, and federal elected officials, chambers of commerce, and various business and community leaders; and acts as the Company's liaison with City Council members, staff, and commissioners. Ed has 15 years of experience in state and local government. Prior to joining Athens Services, Ed worked on Los Angeles County District Attorney Steve Cooley's campaign for Attorney General. A former Temple City school Board Member and Planning Commissioner, Ed is very actively engaged in community affairs. Ed served as a member of the Board of Directors as well as the Vice President of the Monterey Park Chamber of Commerce. Additionally, he is also a reserve deputy with the Los Angeles County Sheriff's Department. Ed is fluent in Mandarin.

Christian Warner, Director of Compliance & Franchise Development
15045 Salt Lake Avenue, Industry, CA 91746

Christian has been an employee of Athens for over 15 years, primarily in the Accounting and Compliance departments, while working closely with Government Affairs. He currently focuses on Franchise Contract compliance, as well as financial budgeting and modeling for current and new business. In his previous position as Controller, Christian worked closely with the CFO to manage and close the company's monthly accounting records and helped to streamline the company's customer billing process. He and his staff will work closely with City Staff on all contract compliance related matters and requirements, including tonnage & diversion reporting, the payment of all applicable fees to the city, insurance and performance bond requirements, and all other compliance requirements. He will also work closely with Gary Clifford during the transition, as well as during the contract term to assist with all requests from the City Staff and City Council.

Michael Goudreau, General Manager

15045 Salt Lake Avenue, City of Industry, CA 91746

Michael is an accomplished executive in the solid waste management industry with over 23 years of management experience in the Waste industry. Michael has a proven track record working in every aspect of the waste management business, including government affairs, sales, MSW collection, MRF processing, landfilling and composting. He also has extensive experience working in all aspects of routing and operations. He and his staff are responsible for supervising drivers, fleet support personnel, fleet services, maintenance, supplies and payroll.

Joe Ontiveros, Route Supervisor City of Monterey Park

15045 Salt Lake Avenue, City of Industry, CA 91746

Joe is a long time employee with the Athens family. Recently, Joe celebrated his 26th year of service with Athens Services. In his 26 years of service, Joe has been involved in many aspects of the company, including, customer service, sales and his current role as Operations Supervisor. Joe has extensive experience in operations, safety and customer service. Joe is an accomplished Operations Supervisor and has received many certifications. Here is a sample of his accomplishments; Ethics & Code of Conduct, Cal Alternative schedules, IIPP, Cal.Skills for Collaboration and Team Building. Daily you can find Joe (90% of his day) in the field supporting his team of drivers and helpers in the City of Monterey Park. Joe is well known by City Staff and business owners. His unique skillset is invaluable when assisting customers with waste and recycling opportunities.

Riel Johnson, General Manager

14048 Valley Boulevard, City of Industry, CA 91746

Riel started his career in the solid waste field as an Environmental Technician in 1990 with Waste Management. As opportunities presented themselves he got involved in the recycling of green waste, yard waste and construction debris in addition to the operation of landfills. In 2000, he went to work for Allied Waste as a Site Manager for a large landfill. In 2005, Riel accepted a position as the Director of Operations for a water district in Santa Clarita. In February of 2010, he became the General Manager for Athens Services with oversight of the Materials Recovery Facilities in Sun Valley and City of Industry. Riel is also involved in the selection of equipment to process and handle organics.

Jessica Aldridge, Environmental Sustainability Manager

15045 Salt Lake Avenue, City of Industry CA 91746

Jessica has 10 years of experience working in recycling and resource management. She has worked for the City of Burbank Recycle Center as their Zero Waste Event Coordinator/ Programs Assistant and is the Executive Director of the Burbank Green Alliance. Jessica became a Professor of Recycling & Resource Management at Santa Monica College in 2011. She has been the Athens' Sustainability Manager since 2012. Jessica is responsible for implementation and ongoing management of environmental sustainability programs and practices at Athens. She is responsible for creating solution-oriented outreach and education materials and programs for customers. She works closely with cities, schools, non-profit organizations and businesses to create educational material and site-specific recommendations. She also assists in placing hard-to-recycle items either through reuse or specialized recycling options.

Evelyn Cornejo, Director of Customer Service

5855 Vincent Avenue, Irwindale, CA 91706

Evelyn's accomplished career includes over 20 years of business experience in customer service, call center management, project management and coaching. Evelyn has over 11 years' experience in the recycling and solid waste management industry in Los Angeles and Southern California. In 2003, Evelyn joined Athens Services as the Customer Service Manager. Evelyn provides ongoing management of all customer service personnel. Evelyn is responsible for the hiring, training and development of forty

(40) Customer Service Representatives and Supervisors. She prepares customer/resident inquiry reports and makes sure that supervisors are informed and able to respond to customers' special needs. She is responsible for achieving high performance standards related to customer service benchmarks to ensure a high level of customer satisfaction. She is responsible for coordinating customer service activities with operational staff, especially as it pertains to helping customers receive the services they need during startup.

Tina Dansby, Safety Director

15045 Salt Lake Avenue, City of Industry, CA 91746

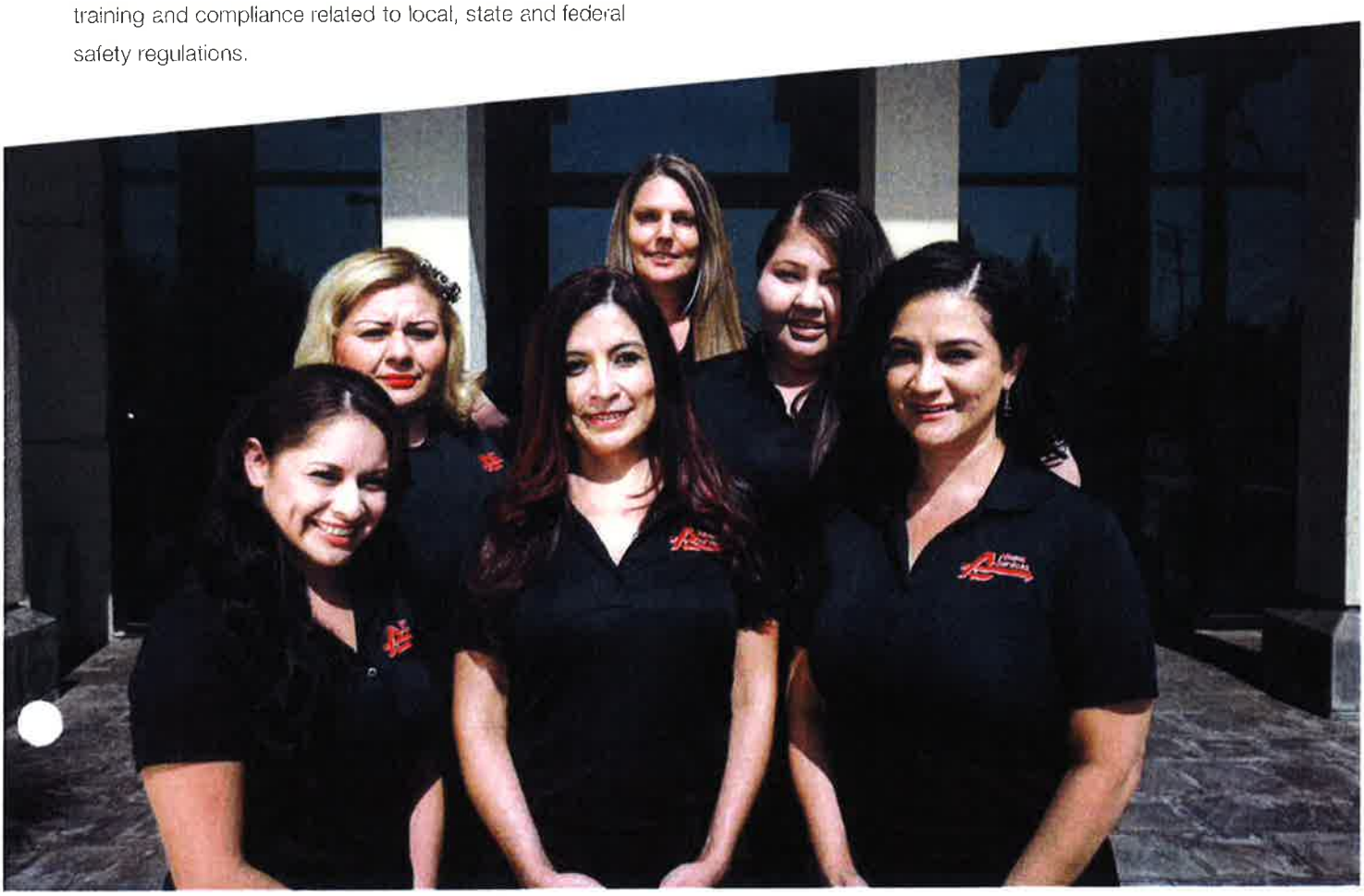
Tina has 25 years of experience in risk management, including 15 years in the recycling and solid waste industry. She provides ongoing management of all Athens Services' safety programs. She reports to the Chief Operating Officer and provides resources and support for employee training and compliance related to local, state and federal safety regulations.

Anthony Bertrand

Anthony has over 15 years of experience in the solid waste industry with technical expertise in solid waste management, waste system and compost operations, and engineering and development. He is a registered Civil Engineer in the State of California. Anthony is responsible for the management of Company operating divisions in San Bernardino County, including landfill, transfer, recycling, composting, and disposal services. Anthony oversees the development of the Company organics composting program, including expansion of the American Organics compost facility to process food waste and green waste into soil amendments, biomass fuel and surface mulch products.

Section 3.4:

Please see Exhibit B for Pro Forma Financial Projections for the term of the franchise.



Section 3.5

A description (limited to 2 pages) of the applicant's technical ability to meet the requirements specified in this franchise agreement.

Residential MFD - below 5 units

Carts will be provided for most of these services for MSW only , unless requested otherwise from customer. These carts will be serviced by the same ASL providing service to single family residences and sent to our City of Industry MRF for mixed waste processing, recovery of recyclables and contractual diversion attainment.

Residential MFD- 5 units or more

The existing mixed waste processing service which Athens provides will be replaced with a new source separated program for recyclables. Existing 2.25 cy trash bins will be replaced with 2cy bins in most instances and carts will be provided for recyclables. The cart or carts will be placed in or near the enclosure. An FEL will service the bins and an ASL will provide service for the cart containing recyclables. Customers will receive service for both types of containers on the same day. The recycling service will be free of charge . All MSW and source recyclables will be sent to our City of Industry MRF.

Commercial

The existing mixed waste program provided by Athens will be replaced by a new source separated program. Existing bins will be replaced in some instances with smaller bins and customers will be provided carts or bins for recyclables and food waste depending on specific needs of the customers and space considerations. There will be no charge for recycling service and prices for Food Service Establishments (FSEs) carts or bins are provided in the rate forms. FELs will provide bin service and ASLs recycling service as required. All MSW and source separated recyclables will be taken to our City of Industry MRF. Food waste will be processed at our City of Industry MRF and sent to our composting facility, American Organics, to assist in achieving contractual diversion requirements.

Single Family

New carts will be provided to single family residences for both mixed waste and green waste. These containers will be serviced on the same day by ASL vehicles and taken to Athens' City of Industry MRF for processing to assist in achieving the hauler diversion requirements set forth in the contract.

Athens Services has been serving the City of Monterey Park for well over 50 years, both as a non-exclusive, and more importantly, an Exclusive waste and recycling partner. In addition to that experience, we also serve as the Cities Street sweeping Partner. Whether the waste is in a receptacle, or lying in the curb and gutter, Athens Services has been recycling and diverting waste from local landfills long before it was popular. Our Family Owners developed the Material Recovery Facility (MRF) in the early 1990's and Monterey Park was one of our Pioneer Cities. Since that date, our programs have been developed based on maximizing community recycling, and minimizing our footprint in the community. In fact, our recycling rates are higher because we process waste BEFORE it goes to a landfill. We call this the ATHENS ADVANTAGE, and Monterey Park has had this outstanding service for over 50 years! No one else in the industry can match this local performance. This is important as you measure our technical ability because we have been performing soundly for over five decades in Monterey Park. Recently, we celebrated two drivers that retired with over 40 years of Service to the City of Monterey Park. Our current Supervisor and Drivers have more than 25 years of continued service, and they are all extremely familiar with the routes and the community. One could argue that our residential and commercial drivers are part of the FABRIC of the community, and in some cases they are beloved on their routes.

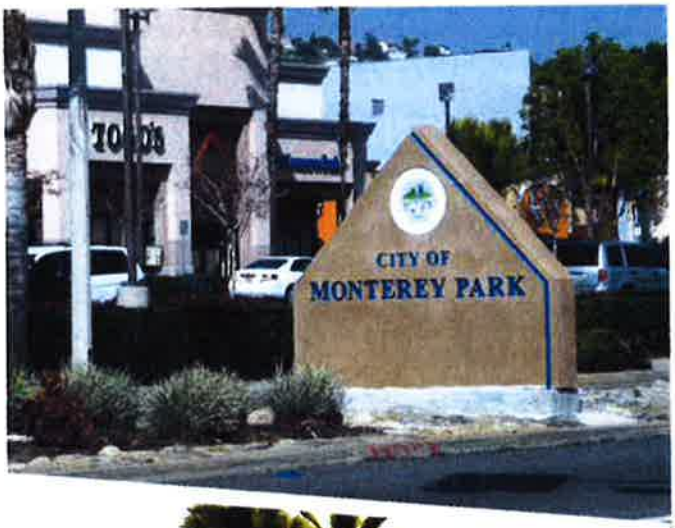
Athens provides exclusive residential, multi-family, commercial and city, recycling, solid waste, green waste and organics services for twenty three (23) local municipalities throughout the greater Los Angeles area, as well as providing these services in eight (8) non-exclusive and/or open market municipalities in the region. Athens Services is the largest independent recycling and solid waste services company in Los Angeles County. Athens is proud of the fact that it has never lost a municipal franchise once service has begun, a record today that remains unmatched in the industry. Our services include residential, commercial, multi-family, roll-off and construction and demolition recycling and solid waste collection services. We have the experience and infrastructure to source separate and process recyclable material. We also perform waste transfer, landfill disposal and street sweeping services. We are one of the few local companies that currently service Organic customers and comply with AB 1826. Some of our exclusive communities already mix Organics with their residential green waste.

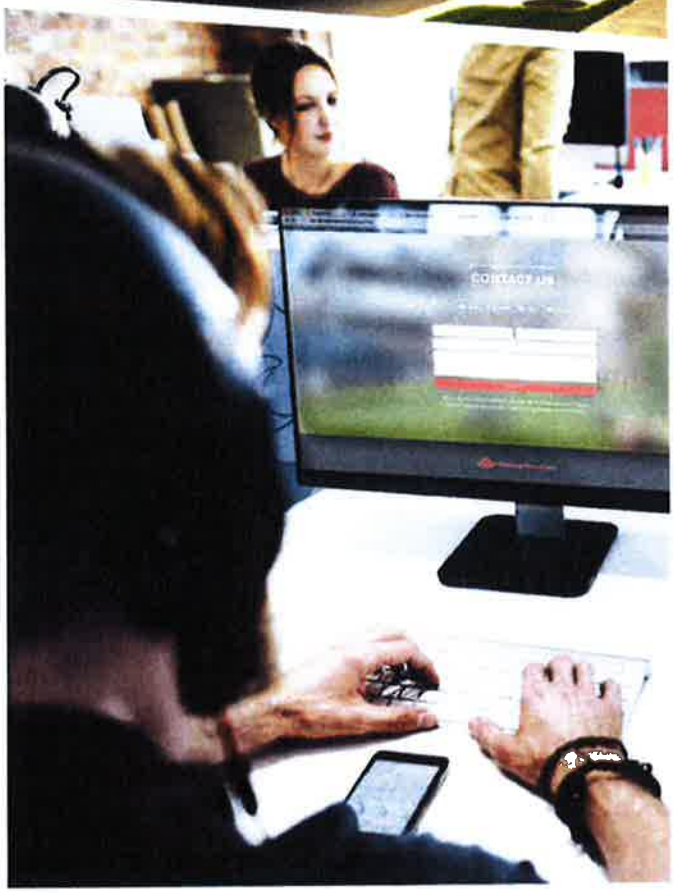
We serve hundreds of thousands of residential, commercial and industrial customers and have a modern fleet of over 415 collection, hauling and container vehicles. Our drivers are experienced, committed and tenured employees with approximately 53% having 10 years or more of experience and 11% with 20 years or more. Nine of our direct line Operations Managers have over 175 years combined experience in waste collection and processing. 8 of our current employees actually live in the City of Monterey Park. Our Southern California focus translates into a labor force with personal involvement in local neighborhoods. We have the infrastructure, experience, long range plan and proven track record to work toward California's vision of 75% recycling goal over the next four years.

A total of 67% of the jurisdictions we serve have an approximately 70% or greater diversion rate by Cal Recycle statistics.

Section 3.6:

Please see Exhibit C for a completed copy of the Certification Statement.





Athens Services

EXHIBIT A : APPLICATION COST FORMS

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
RESIDENTIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Enter values in the **Light Blue** spaces

1. Residential Cart Customers - Mixed Waste — 1,350 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
1	Athens MRF/Transfer	100.0%	1,350.0	30.0%	405.0	945.0			0.0		0.0	SBC Landfill	945.0	405.0	$88.11
2			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
3			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
4			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
5			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
6			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
7	Totals	100.0%	1,350.0		405.0	945.0			0.0		0.0		945.0	405.0	

Row 7 must equal 100%

Cart Customer Mixed Waste Recovery Rate	30.0%

2. Cart Customers - Mixed Organics — 450 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste or materials	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Recovered	Total Cost Per Ton
8	Athens MRF/Transfer	100.0%	450.0	0.0%	0.0	450.0	American Organics	100.0%	450.0	97.0%	436.5	SBC Landfill	13.5	436.5	$75.00
9			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
10			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
11			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
12	Totals	100.0%	450.0		0.0	450.0			450.0		436.5		13.5	436.5	

Row 12 must equal 100%

Mixed Organics Recovery Rate	97.0%
Total Cart Customer Recovery Rate	46.8%

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
RESIDENTIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Enter values in the Light Blue spaces.

3. Residential Bin Customers - Mixed Waste — 560 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
13	Athens MRF/Transfer	20.0%	112.0	94.0%	105.3	6.7			0.0		0.0	SBC Landfill	6.7	105.3	$50.00
14	Athens MRF/Transfer	33.0%	184.8		0.0	184.8			0.0		0.0	SBC Landfill	184.8	0.0	$60.00
15	Athens MRF/Transfer	47.0%	263.2		0.0	263.2	Commerce RTE Facility	100.0%	263.2	97.0%	255.3	Other	7.9	255.3	$85.00
16			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
17			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
18	Totals	100.0%	560.0		105.3	454.7			263.2		255.3		199.4	360.6	
														Bin Customer Recovery Rate	64.4%

Row 18 must equal 100%

4. City Facilities - Mixed Waste — 130 tons/month

	1	2	3	4	5	6	7	8	9	10	11.00	12	13	14	
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	
19	Athens MRF/Transfer	100.0%	130.00	0.0%	0.0	130.0			0.0		0.0	SBC Landfill	130.0	0.0	
20			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
21			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
22			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
23			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
24	Totals	100.0%	130.0		0.0	130.0			0.0		0.0		130.0	0.0	
														City Facilities Mixed Waste Recovery Rate	0.0%

Row 24 must equal 100%

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
RESIDENTIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Enter values in the **Light Blue** spaces.

5. City Facilities - Inert Material — 80 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	
25	Azusa Land Reclamation	100.0%	80.0	100.0%	80.0	0.0			0.0		0.0		0.0	80.0	
26			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
27			0.0		0.00	0.00			0.0		0.0		0.0	0.0	
28			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
29	Totals	100.0%	80.0		80.0	0.0			0.0		0.0		0.0	80.0	

Row 29 must equal 100%

City Facilities Inert Material Recovery Rate: 100.0%

6. City Facilities - C&D Debris — 50 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	
30	Dowtown Diversion	100.0%	50.0	81.4%	40.7	9.3			0.0		0.0	Other	9.3	40.7	
31			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
32			0.0		0.00	0.00			0.0		0.0		0.0	0.0	
33			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
34	Totals	100.0%	50.0		40.7	9.3			0.0		0.0		9.3	40.7	

Row 34 must equal 100%

City Facilities C&D Debris Recovery Rate: 81.4%

Total Residential Recovery Rate: 50.5%

As specified in the franchise agreement, franchisees must recover at least 50% of the refuse and materials collected

City of Monterey Park
Application for a Waste Collection and Recycling Franchise

RESIDENTIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

The cost to process and dispose of waste and materials from city facilities and city cans is not included in the processing and disposal costs of customer rates.

Line	1. Residential Cart Service			1	2	3	4	5
	Mixed Waste							
1.	Qty	Size (gal)	Per Week	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Total Monthly Charges
2.	1	35	1	$5.46	$2.82	$8.28	5	$41.41
3.	1	64	1	$5.46	$5.16	$10.62	2,100	$22,305.67
4.	2	64	1	$5.71	$10.32	$16.03	100	$1,603.35
5.	3	64	1	$5.96	$15.49	$21.45	75	$1,608.39
6.	4	64	1	$6.21	$20.65	$26.86	60	$1,611.42
7.	5	64	1	$6.46	$25.81	$32.27	40	$1,290.75
8.	6	64	1	$6.71	$30.97	$37.68	20	$753.61
9.	7	64	1	$6.96	$36.13	$43.09	15	$646.38
10.	8	64	1	$7.21	$41.29	$48.50	10	$485.04
11.	1	96	1	$4.08	$7.74	$11.82	7,700	$91,034.17
12.	2	96	1	$4.33	$15.49	$19.82	1,450	$28,732.10
13.	3	96	1	$4.58	$23.23	$27.81	310	$8,620.44
14.	4	96	1	$4.83	$30.97	$35.80	195	$6,981.09
15.	5	96	1	$5.08	$38.71	$43.79	60	$2,627.59
16.	6	96	1	$5.33	$46.46	$51.79	40	$2,071.43
17.	7	96	1	$5.58	$54.20	$59.78	20	$1,195.57
17.	8	96	1	$5.83	$61.94	$67.77	10	$677.71
18.	9	96	1	$6.08	$69.68	$75.76	2	$151.53
19.	10	96	1	$6.33	$77.43	$83.76	5	$418.78
20.	13	96	1	$7.08	$100.65	$107.73	1	$107.73
21.	14	96	1	$7.33	$108.40	$115.73	1	$115.73
22.	16	96	1	$7.83	$123.88	$131.71	1	$131.71
23.	Total weekly customers						12,220	$173,211.60
24.	Pull-out/backyard service fee			$10.00		$10.00	105	$1,050.00
25.	Pull-out service - no charge						246	
26.						Total Monthly Cart Customer Charges		$174,261.60

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
RESIDENTIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

The cost to process and dispose of waste and materials from city facilities and city cans is not included in the processing and disposal costs of customer rates.

	2. Residential Cart Service			1	2	3	4	5
Line	Green Waste & Food Waste							
27.	Qty	Size (gal)	Per Week	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Monthly Charges
28.	1	35	1	$4.41	$0.91	$5.32	5	$26.59
29.	1	64	1	$4.41	$1.66	$6.07	2,680	$16,269.15
30.	2	64	1	$4.66	$3.32	$7.98	160	$1,276.99
31.	3	64	1	$4.91	$4.98	$9.89	100	$989.17
32.	4	64	1	$5.16	$6.64	$11.80	50	$590.12
33.	5	64	1	$5.41	$8.30	$13.71	25	$342.82
34.	6	64	1	$5.66	$9.96	$15.62	15	$234.35
35.	7	64	1	$5.91	$11.62	$17.53	5	$87.67
36.	8	64	1	$6.16	$13.28	$19.44	5	$97.22
37.	1	96	1	$4.08	$2.49	$6.57	8,100	$53,224.04
38.	2	96	1	$4.33	$4.98	$9.31	600	$5,587.04
39.	3	96	1	$4.58	$7.47	$12.05	250	$3,013.15
40.	4	96	1	$4.83	$9.96	$14.79	120	$1,775.22
41.	5	96	1	$5.08	$12.45	$17.53	50	$876.72
42.	6	96	1	$5.33	$14.95	$20.28	25	$506.88
43.	7	96	1	$5.58	$17.44	$23.02	5	$115.08
44.	8	96	1	$5.83	$19.93	$25.76	1	$25.76
45.	9	96	1	$6.08	$22.42	$28.50	1	$28.50
46.	10	96	1	$6.33	$24.91	$31.24	1	$31.24
47.	13	96	1	$7.08	$32.38	$39.46	1	$39.46
48.	16	96	1	$7.83	$39.85	$47.68	1	$47.68
49.					Total Weekly Customers		12,200	
50.	Total Monthly Charges for Organics Recycling							$85,184.85
51.	Total Residential Cart Customer Monthly Charges							$259,446.45
52.	Total Cart Customers Served							12,220
53.	Rate per Cart Customer							$21.23

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
RESIDENTIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

The cost to process and dispose of waste and materials from city facilities and city cans is not included in the processing and disposal costs of customer rates.

	3. Residential Bin Service			1	2	3	4	5
Line	Mixed Waste							
54.	Qty	Size (yd^3)	Per Week	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Monthly Charges
55.	1	2	1	$56.34	$25.33	$81.67	175	$14,292.41
56.	1	2	2	$112.69	$50.65	$163.34	200	$32,668.37
57.	1	2	3	$169.03	$75.98	$245.01	25	$6,125.32
58.	1	3	1	$84.52	$37.99	$122.51	20	$2,450.13
59.	1	2	4	$225.37	$101.31	$326.68	5	$1,633.42
60.	1	2	5	$281.72	$126.64	$408.35	1	$408.35
61.	10	2	2	$1,126.87	$506.55	$1,633.42	1	$1,633.42
62.	10	2	3	$1,690.31	$759.82	$2,450.13	1	$2,450.13
63.	10	2	4	$2,253.75	$1,013.09	$3,266.84	1	$3,266.84
64.	2	2	1	$112.69	$50.65	$163.34	6	$980.05
65.	2	2	2	$225.37	$101.31	$326.68	25	$8,167.09
66.	2	2	3	$338.06	$151.96	$490.03	8	$3,920.20
67.	2	3	2	$338.06	$151.96	$490.03	10	$4,900.26
68.	2	2	4	$450.75	$202.62	$653.37	1	$653.37
69.	2	3	1	$169.03	$75.98	$245.01	1	$245.01
70.	3	2	2	$338.06	$151.96	$490.03	1	$490.03
71.	3	3	2	$507.09	$227.95	$735.04	1	$735.04
72.	4	2	1	$225.37	$101.31	$326.68	2	$653.37
73.	4	2	2	$450.75	$202.62	$653.37	1	$653.37
74.	4	3	2	$676.12	$303.93	$980.05	1	$980.05
75.	5	2	1	$281.72	$126.64	$408.35	1	$408.35
76.	6	2	1	$338.06	$151.96	$490.03	1	$490.03
77.	6	3	2	$1,470.06	$0.00	$1,470.06	1	$1,470.06
78.	4	1	1	$112.69	$50.65	$163.34	1	$163.34
79.					Total Weekly Customers		490	
80.						Total Monthly Residential Bin Customer Charges		$89,837.99

4. Summary

81.	Total Residential Customer Charges	$349,284.44
82.	Total Residential Customers Served	12,710
83.	Rate per Residential Customer	$27.4811

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIALFRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Enter values in the **Light Blue** spaces.

1. Commercial Bin Customers NOT Subject to AB 1826 - Mixed Waste — Monthly Tons Collected: 880 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 5 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
1.	Athens MRF/Transfer	35.0%	308.0	94.0%	289.5	18.5			0.0		0.0	SBC Landfill	18.5	289.5	$50.00
2.	Athens MRF/Transfer	46.0%	404.8		0.0	404.8			0.0		0.0	SBC Landfill	404.8	0.0	$60.00
3.	Athens MRF/Transfer	19.0%	167.2		0.0	167.2	Commerce RTE Facility	100.0%	167.2	97.0%	162.2	Other	5.0	162.2	$85.00
4.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
5.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
6.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
7.	Totals	100.0%	880.0		289.5	590.5			167.2		162.2		428.3	451.7	

Row 7 must equal 100%

mmercial Non-AB 1826 Bin Customers Recovery Rate: 51.3%

2. Commercial Roll-off Customers - Mixed Waste — 140 tons/month

	1	2	3	4	5.0	6.0	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste or materials	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 5 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Recovered	Total Cost Per Ton
8.	Athens MRF/Transfer	100.0%	140.0	0.0%	0.0	140.0			0.00		0.0	SBC Landfill	140.00	0.00	$60.00
9.			0.0		0.0	0.0			0.0		0.0		0.00	0.00	
10.			0.0		0.0	0.0			0.0		0.0		0.00	0.00	
11.			0.0		0.0	0.0			0.0		0.0		0.00	0.00	
12.	Totals	100.0%	140.0		0.0	140.0			0.0		0.0		140.00	0.00	

Row 12 must equal 100%

Commercial Roll-off Customers Mixed Waste Recovery Rate: 0.0%

3. Commercial Compactor Customers (customer-owned) - Mixed Waste — 215 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste or materials	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 5 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Recovered	Total Cost Per Ton
13.	Athens MRF/Transfer	100.0%	215.0	0.0%	0.0	215.0			0.0		0.0	SBC Landfill	215.0	0.0	$60.00
14.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
15.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
16.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
17.	Totals	100.0%	215.0		0.0	215.0			0.0		0.0		215.0	0.0	

Row 17 must equal 100%

Commercial Compactor Customers Recovery Rate: 0.0%

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIALFRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Enter values in the **Light Blue** spaces.

4. Commercial Roll-off Customers - Inert Material — 16 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 5 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
18.	Azusa Land Reclamation	100.0%	16.0	100.0%	16.0	0.0			0.0		0.0		0.0	16.0	$25.00
19.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
20.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
21.	Totals	100.0%	16.0		16.0	0.0			0.0		0.0		0.0	16.0	

Row 21 must equal 100%

Commercial Roll-off Customers Intert Material Recovery Rate: 100.0%

5. Commercial Roll-off Customers - C&D Debris — 10 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 5 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
22.	Downtown Diversion	100.0%	10.0	81.4%	8.1	1.9			0.0		0.0	Other	1.9	8.1	$75.00
23.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
24.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
25.	Totals	100.0%	10.0		8.1	1.9			0.0		0.0		1.9	8.1	

Row 25 must equal 100%

Commercial Roll-off Customers C&D Debris Recovery Rate: 81.4%

6. Temporary 3-yd Bin Customers — 5 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 5 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
26.	Athens MRF/Transfer	100.0%	5.0	0.0%	0.0	5.0			0.0		0.0	SBC Landfill	5.0	0.0	$60.00
27.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
28.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
29.	Totals	100.0%	5.0		0.0	5.0			0.0		0.0		5.0	0.0	

Row 29 must equal 100%

Temporary Bin Customers Recovery Rate: 0.0%

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIALFRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Enter values in the **Light Blue** spaces.

7. Commercial Bin Customers Subject to AB 1826 - Mixed Waste Monthly Tons Collected 360 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
30.	Athens MRF/Transfer	100.0%	360.0	0.0%	0.0	360.0	American Organics	100.0%	360.0	97.0%	349.2	SBC Landfill	10.8	349.2	$40.00
31.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
32.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
33.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
34.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
35.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
36.	Totals	100.0%	360.0		0.0	360.0			360.0		349.2		10.8	349.2	
												AB 1826 Bin Customers Recovery Rate			97.0%

Row 36 must equal 100%

8. Summary

	Disposal Tons	Recovered Tons
Total commercial collections	801.0	825.0

Commercial customer recovery r: 50.7%

As specified in the franchise agreement, franchisees must recover at least 50% of the refuse and materials collected

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Fill in all light BLUE spaces

1. Commercial Bin Customers - Not AB 18					1	2	3	4	5
	Mixed Waste								
Line	Qty	Size (yd^3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Total Monthly Charges
1.	1	1.5	1	Bin	$91.29	$7.09	$98.38	85	$8,362.14
2.	1	1.5	2	Bin	$132.06	$14.18	$146.24	3	$438.71
3.	1	1.5	3	Bin	$171.74	$21.26	$193.00	1	$193.00
4.	1	1.5	4	Bin	$213.65	$28.35	$242.00	1	$242.00
5.	1	1.5	5	Bin	$257.92	$35.44	$293.36	1	$293.36
6.	1	2	1	Bin	$95.38	$9.45	$104.83	60	$6,289.85
7.	1	2	2	Bin	$137.13	$18.90	$156.03	5	$780.16
8.	1	2	3	Bin	$177.57	$28.35	$205.92	1	$205.92
9.	1	2	5	Bin	$265.75	$47.25	$313.00	1	$313.00
10.	1	3	1	Bin	$103.57	$14.18	$117.75	175	$20,605.57
11.	1	3	2	Bin	$147.27	$28.35	$175.62	75	$13,171.67
12.	1	3	3	Bin	$189.21	$42.53	$231.74	40	$9,269.54
13.	1	3	4	Bin	$233.87	$56.70	$290.57	10	$2,905.75
14.	1	3	5	Bin	$281.41	$70.88	$352.29	10	$3,522.91
15.	1	3	6	Bin	$338.16	$85.06	$423.22	15	$6,348.25
16.	2	3	1	Bin	$207.15	$28.35	$235.50	6	$1,413.01
17.	2	3	2	Bin	$294.54	$56.70	$351.24	10	$3,512.45
18.	2	3	3	Bin	$378.41	$85.06	$463.47	15	$6,952.00
19.	2	3	4	Bin	$467.73	$113.41	$581.14	0	$0.00
20.	2	3	5	Bin	$562.82	$141.76	$704.58	10	$7,045.81
21.	2	3	6	Bin	$676.32	$170.11	$846.43	2	$1,692.87
22.	3	3	2	Bin	$441.81	$85.06	$526.87	1	$526.87
23.	3	3	3	Bin	$567.62	$127.59	$695.21	5	$3,476.03
24.	3	3	5	Bin	$844.24	$212.64	$1,056.88	1	$1,056.88
25.	3	3	6	Bin	$1,014.48	$255.17	$1,269.65	15	$19,044.75
26.	4	3	2	Bin	$589.08	$113.41	$702.49	1	$702.49
27.	1	4	1	Bin	$111.80	$18.90	$130.70	15	$1,960.52
28.	1	4	2	Bin	$157.38	$37.80	$195.18	10	$1,951.83
29.	1	4	3	Bin	$200.89	$56.70	$257.59	1	$257.59
30.	1	4	4	Bin	$247.35	$75.61	$322.96	2	$645.91
31.	1	4	5	Bin	$297.06	$94.51	$391.57	5	$1,957.84
32.	1	4	6	Bin	$356.98	$113.41	$470.39	5	$2,351.95
33.	2	4	2	Bin	$314.75	$75.61	$390.36	1	$390.36
34.	2	4	3	Bin	$401.75	$113.41	$515.16	5	$2,575.80
35.	2	4	4	Bin	$494.72	$151.21	$645.93	1	$645.93
36.	2	4	5	Bin	$594.11	$189.02	$783.13	1	$783.13
37.	2	4	6	Bin	$713.97	$226.82	$940.79	1	$940.79
38.	4	4	3	Bin	$803.50	$226.82	$1,030.32	1	$1,030.32
39.	5	4	6	Bin	$1,784.91	$567.05	$2,351.96	1	$2,351.96
40.	1	3	3	Compactor	$189.21	$127.59	$316.80	1	$316.80
41.	2	3	1	Compactor	$207.15	$85.06	$292.21	1	$292.21
42.					Total Commercial Bin Customers			600	$136,817.89

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Fill in all light BLUE spaces

2. Commercial Roll-off Service				1	2	3	4	5
	Mixed Waste							
Line	Qty	Size (yd^3)	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg Services Per Month	Monthly Charges
43.	1	20	Roll-off	$183.16	$148.67	$331.83	1	$331.83
44.	1	30	Roll-off	$183.16	$223.01	$406.17	5	$2,030.84
45.	1	40	Roll-off	$183.16	$297.35	$480.50	24	$11,532.10
46.			Total Commercial Roll-off Customers - Mixed Waste				30	$13,894.77

3. Commercial Compactor Service				1	2	3	4	5
	Mixed Waste							
Line	Qty	Size (yd^3)	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
47.	1	30	Compactor	$203.16	$272.54	$475.69	35	$16,649.30
48.	1	35	Compactor	$203.16	$317.96	$521.12	6	$3,126.70
49.	1	40	Compactor	$203.16	$363.38	$566.54	4	$2,266.16
50.			Total Commercial Compactor Customers - Mixed Waste				45	$22,042.16

4. Commercial Roll-off Service				1	2	3	4	5
	Inert Material							
Line	Qty	Size (yd^3)	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
51.	1	10	Roll-off	$183.16	$133.33	$316.49	3	$949.48

5. Commercial Roll-off Service				1	2	3	4	5
	C&D Debris							
Line	Qty	Size (yd^3)	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
52.	1	40	Roll-off	$183.16	$375.00	$558.16	2	$1,116.32

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIAL FRANCHISE APPLICATION COST FORM

Applicant: Athens Services

Fill in all light BLUE spaces

6. AB 1826 Bin Customers 1/1/2017					1	2	3	4	5
Line	Qty	Size (yd^3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Monthly Charges
53.	1	3	4	Bin	$129.90	$137.80	$267.70	2	$535.40
54.	1	3	5	Bin	$162.38	$172.25	$334.62	3	$1,003.87
55.	1	3	6	Bin	$194.85	$206.70	$401.55	6	$2,409.29
56.	2	3	2	Bin	$129.90	$137.80	$267.70	1	$267.70
57.	2	3	3	Bin	$194.85	$206.70	$401.55	2	$803.10
58.	2	3	4	Bin	$259.80	$275.60	$535.40	8	$4,283.18
59.	2	3	5	Bin	$324.75	$344.50	$669.25	2	$1,338.50
60.	2	3	6	Bin	$389.70	$413.40	$803.10	2	$1,606.19
61.	3	3	6	Bin	$584.55	$620.10	$1,204.65	3	$3,613.94
62.	4	3	7	Bin	$909.30	$964.59	$1,873.89	1	$1,873.89
63.	5	3	5	Bin	$811.88	$861.24	$1,673.12	1	$1,673.12
64.	1	4	3	Bin	$129.90	$137.80	$267.70	2	$535.40
65.	1	4	4	Bin	$173.20	$183.73	$356.93	1	$356.93
66.	1	4	5	Bin	$216.50	$229.67	$446.17	2	$892.33
67.	1	4	6	Bin	$259.80	$275.60	$535.40	4	$2,141.59
68.	2	4	5	Bin	$433.00	$459.33	$892.33	1	$892.33
69.	2	4	6	Bin	$519.60	$551.20	$1,070.80	2	$2,141.59
70.	3	4	6	Bin	$779.40	$826.79	$1,606.19	1	$1,606.19
71.					Total Charges for AB 1826 Customers			44	$27,974.55

7. Commercial Customers Extra Service			1	2	3	4	5
Line	Qty	Description	Cost Per Service	Processing & Disposal Cost	Total Customer Monthly Rate	Monthly Customers	Total Monthly Charges
72.	1	3-yd temporary bin - C&D debris	$145.00	$31.25	$176.25	12	$2,115.00
73.	1	Bin push-out service	$25.00			44	$1,100.00
74.	1	Bin lock lids	$12.00			80	$960.00
75.	1	1.5-yd bin extra service	$45.00			1	$45.00
76.	1	2-yd bin extra service	$45.00			4	$180.00
77.	1	3-yd bin extra service	$45.00			5	$225.00
78.	1	4-yd bin extra service	$45.00			2	$90.00
79.	1	Bulky item collection	$25.00			4	$100.00
80.	1	4-yd bin extra service	$45.00			4	$180.00
81.				Total Charges for Extra Services			$4,995.00

Applicant: Athens Services

Fill in all light BLUE spaces

8. Summary

82	Total Monthly Commercial Customer Charges	$207,790.16
83	Total Commercial Customers Served Monthly	736
84	Rate per Commercial Customer	$282.3236

Note: The value for line 95 is the total of the monthly bin customers served + monthly services of roll-offs & compactors + monthly 3-yd bin temporary customers served.

Athens Services

EXHIBIT B : FINANCIAL PROJECTIONS

Pro-forma Financial Projections

	Income (1)	Capital Expenditures (2)	Contracting Fee (3)	MRF Facility Improvements City's Share (4)	Organics Facility Improvements City's Share (5)
Pre-Contract Start		$4,326,470	$200,000		
Year 1	$6,684,531	$19,800			
Year 2	$6,784,799	$19,800		$3,520,000	$1,760,000
Year 3	$6,886,571	$19,800			
Year 4	$6,989,870	$19,800			
Year 5	$7,094,718	$19,800			
Year 6	$7,201,139	$19,800			
Year 7	$7,309,156	$19,800			
Total	**$48,950,783**	**$4,465,070**	**$200,000**	**$3,520,000**	**$1,760,000**

Schedule of Capital Expenditures

	Cost	Quantity	Total
Res Auto CNG Side Loader	$340,000	4	$1,360,000
MF CNG Front Loader	$365,000	1	$365,000
Com CNG Front Loader	$365,000	2	$730,000
96 Gallon Barrel	$55	28,964	$1,593,020
64 Gallon Barrel	$50	5,560	$278,000
35 Gallon Barrel	$45	10	$450
Total			**$4,326,470**

Notes

(1) Year 1 income equals Total Customer Charges from the Residential & Commercial Cost Forms multiplied by twelve (12) months. Years 2 through 7 assume a 1.5% annual CPI increase.

(2) Based on our experience in Monterey Park, we will need four automated CNG side loaders to service the residential barrels, one CNG front loader to service the Multi-Family bins, and two front loaders to service the commercial bins. We also estimate an annual barrel replacement program of roughly 360 barrels per year, totaling $19,800 per year.

(3) $100,000 Contracting Fee for each of the two new contracts.

(4) Athens has a track record of providing exceptional MRF recycling services and will continue to invest in new MRF improvements. This will require capital expenditures during the term of this new contract. We are allocating the City's share of these anticipated costs.

(5) Athens will be making improvements and investing in our American Organics Facility during the term of this new contract. While both residential and commercial contracts include hauling and processing of organic material, we are allocating the City's share of these anticipated costs.

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Athens Services

EXHIBIT C : CERTIFICATION STATEMENT

Application for a Waste Collection and Recycling Franchise
from the City of Monterey Park, CA

Certification Statement

ATHENS SERVICES ("the Company") has submitted an application to the City of Monterey Park (the City) for a:

GMC Residential Waste Collection and Recycling Franchise

Initial here if applying for a residential franchise

GMC Commercial Waste Collection and Recycling Franchise

Initial here if applying for a commercial franchise

The individual signing below certifies on behalf of the Company, that:

1. The Company understands that any franchise awarded by the City will be citywide, and not limited to zones or areas within the City.

2. The Company previously submitted a statement of qualifications in response to a request for qualifications issued by the City and has been notified by the City that the Company has been qualified to submit this application.

3. The Company's statement of qualifications previously submitted to the City is incorporated into, and is part of this application for a franchise.

4. The Company has reviewed the actual service conditions and requirements in the City, and has read and understands the request for applications and franchise agreements provided by the City, and based on its independent judgment, it has the skills, resources, financial capability, and experience required to successfully provide the services described in these documents.

5. The Company acknowledges that the City has used the best information available to it when preparing the application cost forms, and that the actual number of customers to be served and the quantities of waste and materials to be collected by a franchisee may differ from the service requirements provided in the application cost forms.

6. The Company has based the collection, processing, and disposal costs entered into the application cost forms on the Company's total costs for satisfying all of the requirements listed in the franchise agreements.

7. The application submitted to the City does not contain any false, misleading, or inaccurate information, statements, or facts.

8. When preparing its application, the Company has not colluded with any other companies that, to the best of its knowledge, intended to submit an application for a franchise to the City.

9. The Company has adhered to the communication protocols specified in the instructions to the Request for Applications.

Certification Statement

10. The Company fully understands all of the requirements of the agreement(s) for the franchise for which it has submitted an application. If awarded a franchise by the City, the Company is prepared to execute the agreement for that franchise as it is currently written, without modification.

11. The Company understands the basis upon which franchises will be awarded as described in Section 6.09.070 of the City of Monterey Park municipal code and in the City's request for applications, and accepts that this is the sole basis upon which the City will award franchises.

I certify and declare under penalty of perjury, that the foregoing is true and correct.

Signature of corporate officer or official	11-16-16 Date
Timothy S. Powell Printed name	C.O.O. Title
Signature of corporate officer or official of parent company if applicable	11-16-16 Date
GARY M CLIFFORD II Printed name	EVP Title

ATTACHMENT 3

Ware Disposal Application for Commercial Services

REQUEST FOR PROPOSAL
for
COMMERCIAL WASTE COLLECTION AND RECYCLING FRANCHISE

Presented to:

320 Newmark Avenue
Monterey Park, California 91754

Attention: City Clerk

Presented by:

Ware Disposal Inc.

Mailing Address:
PO Box 1318
Santa Ana, CA 92702

Telephone: 877.714.9273
Facsimile: 714.664.0696

Key Contact:
Jay Ware
jay@waredisposal.com
www.WareDisposal.com

AMERICAN LUNG ASSOCIATION. IN CALIFORNIA

Submittal Date

November 17, 2016

Ware Disposal: 100th Anniversary Oxygen Ball Lung Hero 2009

November 17, 2016

City of Monterey Park
320 W. Newmark Avenue
Monterey Park, California 91754

Office of the City Clerk
Attn: Mr. Ron Bow, Director of Public Works and Assistant City Manager

RE: COVER LETTER – REQUEST FOR APPLICATIONS (RFA) FOR A WASTE COLLECTION AND RECYCLING FRANCHISE

Dear City Clerk,

Ware Disposal, Inc. (Ware Disposal), a woman-owned California corporation, is pleased to provide its **Application** for consideration by the City of Monterey Park (City). Our Application consists of: (1) this cover letter, (2) the Application Cost Form for a Commercial franchise, (3) a brief description of the background and experience of the key personnel, (4) pro forma financial projections for the term of the franchise, (5) a description (limited to 2 pages) of our technical abilities, and (6) a completed and appropriately signed copy of the City's certification statement.

We are pleased to make the following representations in this letter:

1. Identification of the applicable franchise – Ware Disposal is applying for a *Commercial Waste Collection and Recycling Franchise* for which it was prequalified for by the City. It is understood that temporary service at all premises, including residential single family homes, is open to any selected firm.

2. Description of the type of recycling program proposed – Ware Disposal's goal is to provide high-quality, cost-effective and efficient bin and/or cart service to all City residents and businesses located at commercial premises, while exceeding the recycling diversion targets set forth by local and state government. Our minimum recycling requirement is 50% for municipal waste and 75% of the construction and demolition debris collected from our served customers in the City, with a medium term goal of 75% of all waste that complies with the State's goal for AB 32 (75% recycling by 2020).

Ware Disposal will provide exemplary collection, processing, and recycling programs underpinned by a sound bi-lingual education program, which will yield the greatest amount of diversion for the least cost, featuring source separation and/or mixed waste collection [A:B (wet:dry) routing] for each account, waste prevention, online learning, and extensive and proven public education and outreach strategies. Further information about these programs are provided in the body of this document. We are pleased to announce that Ware Disposal is able to accept and process all organic wastes for conversion into biomass for local usage as it has secured markets for all of its organics.

PO BOX 1318 SANTA ANA, CA 92702 714 664 0677 FAX 714 664 0696

3. The location of the Company's office from which the franchise will be administered – At this time, we plan to administer the franchise activities in Monterey Park from our main office in Santa Ana, augmented by our soon-to-be-established office near downtown Los Angeles (LA) just a few minutes away from Monterey Park (as part of our new commercial franchise zone for LA).

4. Name, title and contact information of the responsible manager – Mr. Jay Ware, son of the owners of Ware Disposal, and its General Manager, will be the responsible individual who will manage the franchise and ensure that all requirements of the franchise agreement are met. Jay is available at jay@WareDisposal.com, at 877.714.9273, and by mail at PO Box 1318, Santa Ana, CA 92702.

5. Rationale for selection – Ware Disposal should be selected because of its:

- Visionary experience, its dedicated personnel, and its longevity in the industry.
- Customer service, which is predicated on customer satisfaction first.
- State-of-the-art facilities which are located within 35 miles of the City.
- CNG vehicle fleet designed to protect the health of City residents.
- Exemplary collection, processing, and recycling programs.
- Ability to offer either maximum convenience or maximum diversion based on the specific needs and desires of each account served.
- Commitment to provide the best services at the lowest cost to our customers, with a goal to pass-through savings from maximum diversion to every account.

6. Additional Assurances – Ware Disposal assures the City that the person signing this Proposal on behalf of Ware Disposal is authorized to do so. Ware Disposal also warranties that the information provided in this Application is true and accurate.

In summary, we are confident we will meet and exceed all of the requirements detailed in the RFA and look forward to our selection as one of up to three (3) commercial franchisees. We invite you to visit us at **http://www.waredisposal.com/**.

Environmentally,

JUDITH HELAINE WARE
President/Chief Executive Officer
Ware Disposal, Inc.

enclosure

2-Application Cost Forms

Please find attached the MS Excel document with the spaces filled-in (highlighted in blue) for the commercial franchise.

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIAL FRANCHISE APPLICATION COST FORM (11/17/2016)

Applicant Ware Disposal, Inc

spaces

1. Commercial Bin Customers - Not AB					1	2	3	4	5
	Mixed Waste								
Line	Qty	Size (yd^3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Total Monthly Charges
1.	1	1.5	1	Bin	$70.54	$10.97	$81.51	85	$6,927.93
2.	1	1.5	2	Bin	$100.52	$21.93	$122.45	3	$367.35
3.	1	1.5	3	Bin	$129.61	$32.90	$162.51	1	$162.51
4.	1	1.5	4	Bin	$160.50	$43.86	$204.36	1	$204.36
5.	1	1.5	5	Bin	$193.30	$54.83	$248.13	1	$248.13
6.	1	2	1	Bin	$72.91	$14.62	$87.53	60	$5,251.80
7.	1	2	2	Bin	$102.76	$29.24	$132.00	5	$660.00
8.	1	2	3	Bin	$131.55	$43.86	$175.41	1	$175.41
9.	1	2	5	Bin	$195.00	$73.10	$268.10	1	$268.10
10.	1	3	1	Bin	$77.64	$21.93	$99.57	175	$17,424.76
11.	1	3	2	Bin	$107.22	$43.86	$151.08	75	$11,331.01
12.	1	3	3	Bin	$135.39	$65.79	$201.18	40	$8,047.21
13.	1	3	4	Bin	$165.73	$87.72	$253.45	10	$2,534.50
14.	1	3	5	Bin	$198.40	$109.65	$308.05	10	$3,080.50
15.	1	3	6	Bin	$238.46	$131.58	$370.04	15	$5,550.61
16.	2	3	1	Bin	$155.28	$43.86	$199.14	6	$1,194.84
17.	2	3	2	Bin	$214.45	$87.72	$302.17	10	$3,021.70
18.	2	3	3	Bin	$270.78	$131.58	$402.36	15	$6,035.41
19.	2	3	4	Bin	$331.47	$175.44	$506.91	0	$0.00
20.	2	3	5	Bin	$396.80	$219.30	$616.10	10	$6,161.01
21.	2	3	6	Bin	$476.92	$263.16	$740.08	2	$1,480.16
22.	3	3	2	Bin	$321.67	$131.58	$453.25	1	$453.25
23.	3	3	3	Bin	$406.17	$197.37	$603.54	5	$3,017.70
24.	3	3	5	Bin	$595.19	$328.95	$924.14	1	$924.14
25.	3	3	6	Bin	$715.38	$394.74	$1,110.12	15	$16,651.82
26.	4	3	2	Bin	$428.89	$175.44	$604.33	1	$604.33
27.	1	4	1	Bin	$82.41	$29.24	$111.65	15	$1,674.75
28.	1	4	2	Bin	$111.67	$58.48	$170.15	10	$1,701.50
29.	1	4	3	Bin	$139.25	$87.72	$226.97	1	$226.97
30.	1	4	4	Bin	$169.22	$116.96	$286.18	2	$572.36
31.	1	4	5	Bin	$201.78	$146.20	$347.98	5	$1,739.90
32.	1	4	6	Bin	$242.56	$175.44	$418.00	5	$2,090.00
33.	2	4	2	Bin	$223.35	$116.96	$340.31	1	$340.31
34.	2	4	3	Bin	$278.51	$175.44	$453.95	5	$2,269.75
35.	2	4	4	Bin	$338.43	$233.92	$572.35	1	$572.35
36.	2	4	5	Bin	$403.56	$292.40	$695.96	1	$695.96
37.	2	4	6	Bin	$485.12	$350.88	$836.00	1	$836.00
38.	4	4	3	Bin	$557.02	$350.88	$907.90	1	$907.90
39.	5	4	6	Bin	$1,212.79	$877.20	$2,089.99	1	$2,089.99
40.	1	3	3	Compactor	$310.65	$197.37	$508.02	1	$508.02
41.	2	3	1	Compactor	$207.10	$131.58	$338.68	1	$338.68
42.					Total Commercial Bin Customers			600	$118,342.99

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Applicant: Ware Disposal, Inc

spaces

2. Commercial Roll-off Service				1	2	3	4	5
	Mixed Waste							
Line	Qty	Size (yd^3)	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg Services Per Month	Monthly Charges
43.	1	20	Roll-off	$165.00	$99.76	$264.76	1	$264.76
44.	1	30	Roll-off	$165.00	$149.64	$314.64	5	$1,573.19
45.	1	40	Roll-off	$185.00	$199.52	$384.52	24	$9,228.45
46.			Total Commercial Roll-off Customers - Mixed Waste				30	$11,066.40

3. Commercial Compactor Service				1	2	3	4	5
	Mixed Waste							
Line	Qty	Size (yd^3)	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
47.	1	30	Compactor	$165.00	$180.24	$345.24	35	$12,083.28
48.	1	35	Compactor	$175.00	$210.28	$385.28	6	$2,311.66
49.	1	40	Compactor	$185.00	$240.32	$425.32	4	$1,701.26
50.			Total Commercial Compactor Customers - Mixed Waste				45	$16,096.20

4. Commercial Roll-off Service				1	2	3	4	5
	Inert Material							
Line	Qty	Size (yd^3)	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
51.	1	10	Roll-off	$165.00	$78.93	$243.93	3	$731.80

5. Commercial Roll-off Service				1	2	3	4	5
	C&D Debris							
Line	Qty	Size (yd^3)	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
52.	1	40	Roll-off	$165.00	$182.77	$347.77	2	$695.54

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Applicant Ware Disposal, Inc

spaces

6. AB 1826 Bin Customers 1/1/2017					1	2	3	4	5
Line	Qty	Size (yd^3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Monthly Charges
53.	1	3	4	Bin	$174.56	$139.49	$314.05	2	$628.11
54.	1	3	5	Bin	$209.42	$174.37	$383.79	3	$1,151.36
55.	1	3	6	Bin	$251.70	$209.24	$460.94	6	$2,765.65
56.	2	3	2	Bin	$223.27	$139.49	$362.76	1	$362.76
57.	2	3	3	Bin	$284.01	$209.24	$493.25	2	$986.50
58.	2	3	4	Bin	$349.11	$278.99	$628.10	8	$5,024.78
59.	2	3	5	Bin	$418.86	$348.73	$767.59	2	$1,535.19
60.	2	3	6	Bin	$503.39	$418.48	$921.87	2	$1,843.74
61.	3	3	6	Bin	$755.08	$627.72	$1,382.80	3	$4,148.41
62.	4	3	7	Bin	$988.20	$976.46	$1,964.66	1	$1,964.66
63.	5	3	5	Bin	$1,047.13	$871.84	$1,918.97	1	$1,918.97
64.	1	4	3	Bin	$148.08	$139.49	$287.57	2	$575.15
65.	1	4	4	Bin	$180.97	$185.99	$366.96	1	$366.96
66.	1	4	5	Bin	$216.48	$232.49	$448.97	2	$897.94
67.	1	4	6	Bin	$260.20	$278.99	$539.19	4	$2,156.75
68.	2	4	5	Bin	$432.96	$464.98	$897.94	1	$897.94
69.	2	4	6	Bin	$520.40	$557.98	$1,078.38	2	$2,156.75
70.	3	4	6	Bin	$780.61	$836.96	$1,617.57	1	$1,617.57
71.					Total Charges for AB 1826 Customers			44	$30,999.20

7. Commercial Customers Extra Service			1	2	3	4	5
Line	Qty	Description	Cost Per Service	Processing & Disposal Cost	Total Customer Monthly Rate	Monthly Customers	Total Monthly Charges
72.	1	3-yd temporary bin - C&D debris	$75.00	$19.05	$94.05	12	$1,128.61
73.	1	Bin push-out service	$25.00			44	$1,100.00
74.	1	Bin lock lids	$8.00			80	$640.00
75.	1	1.5-yd bin extra service	$55.00			1	$55.00
76.	1	2-yd bin extra service	$55.00			4	$220.00
77.	1	3-yd bin extra service	$55.00			5	$275.00
78.	1	4-yd bin extra service	$65.00			2	$130.00
79.	1	Bulky item collection	$85.00			4	$340.00
80.	1	4-yd bin extra service	$65.00			4	$260.00
81.				Total Charges for Extra Services			$4,148.61

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Applicant: Ware Disposal, Inc

Fill in all light BLUE spaces

8. Summary

82.	Total Monthly Commercial Customer Charges	$182,080.73
83.	Total Commercial Customers Served Monthly	736
84.	Rate per Commercial Customer	$247.3923

Note: The value for line 95 is the total of the monthly bin customers served + monthly services of roll-offs & compactors + monthly 3-yd bin temporary customers

3-Key Personnel Background and Experience

This section contains, first, a brief description of the key personnel to be involved in the implementation and management of Ware Disposal's services as a commercial franchisee in the City of Monterey Park. We follow it up with a review of Ware Disposal's experience in managing similar franchises and its overall managerial approach and expertise.

Key Personnel

The following key personnel will head up the transition and ongoing franchise management:

Judith Helaine Ware, President and Chief Executive Officer, will be the individual who has the overall responsibility for the Company as it relates to the franchise administration.

Jay Ware, General Manager, will be the primary contact and is the individual responsible for the daily management of the franchise. He will also lead and provide overall direction and support to the day-to-day Senior Operations Managers, Manuel Gonzalez and Frank Torres.

Michael Shaffer, Chief Financial Officer, will be the individual who has the responsibility for the Company's fiscal reporting as it relates to the City's franchise administration. He has an accounts payable assistant, Reetanjalli Raj, to assist him as well.

Manuel Gonzalez & **Frank Torres**, Senior Operations Managers, will share the responsibility for supervising the Company's day-to-day collection operations in the City.

Brad Timmons, Operations Management Specialist, will be the individual who has the responsibility for implementing the Company's operational plan for the City.

Jason Bryce Rush, Legislative Director, will be the individual to direct all appropriate public outreach, in the transition, in community liaison activities, and in intergovernmental affairs with the City. Among his duties will be to develop freely available online zero waste education programs for multifamily tenants, property owners and managers, and for business owners/managers and their employees.

Jose Lazaro, Customer Relations Manager, will have the responsibility for assuring customer satisfaction in the City. Mr. Lazaro will supervise all Customer Service Representatives (CSRs) who will answer phone calls and ensure that Ware Disposal exceeds the customer service requirements of the franchise agreement.

Yolanda Mora, Accountant and Billing Services Manager, will be responsible for Ware Disposal's customer billing and financial reporting. Her extensive background in accounting, finance and management information systems has resulted in improvements in cost reporting and controls. She will be the individual who has the responsibility for the financial management of the solid waste and recycling franchise.

Management Experience

Good management integrates the technical proficiency necessary to understand the project requirements with the ability to credibly lead others. Beyond this minimal requirement, good managers in Zero Waste must be able to effectively motivate firm personnel and its community of customers (accounts) to perform consistently daily. In the following summary, we identify Ware Disposal's ability to leverage strengths, keep the big picture in mind, be consistent in behavior, supervise and adhere to contract specifications, and motivate its employees and customers.

Ware Disposal is a California Corporation serving Southern California's solid waste and recycling needs since 1968. Formally incorporated in June 1982, Ware Disposal has survived and grown during the massive industry consolidation of the 1990s, mostly due to its strong management approach that *leverages its strengths*. These strengths? Recycling and a total commitment to the customer. Starting simply with individual accounts, Ware Disposal began acquiring municipal franchises in the late 1990s, including commercial franchises in Orange County and, most recently, the City of Los Angeles' South East commercial zone (as reported in local journals).

By keeping the big picture in mind – namely growing organically not through acquisition – Ware Disposal has grown from $6 million per year in 1999 to over $27 million today; and it will grow to nearly $37 million by 2019. Currently, Ware Disposal provides *consistent service* to more than 20,000 residential and commercial accounts currently representing about 35,000 cubic yards (cys) of service per week (about 21,000 tons); and it places on the road nearly 100 trucks daily. Its MRF, Madison Materials, handles approximately 150,000 tons per annum as of the date of this proposal submission, representing another 215,000 cys, yielding about 250,000 cys per year. This makes Ware Disposal not only well-managed but substantive as well.

Ware Disposal provides services in five counties including Los Angeles, San Bernardino, Orange, Riverside, and San Diego. It cannot service such a widespread region without *superior supervision and adherence to contract and franchise specifications*. We were especially heavily vetted by the City of Los Angeles and passed its exacting muster.

Finally, Ware Disposal is very proud of its tradition of fair treatment of its employees and customers as a cornerstone of its managerial *motivation*. Ware Disposal work-force is unionized which stabilizes its costs while ensuring highly motivated workers. Plus, over 75% of its labor-force is minority and women, and it has a fully-implemented policy of hiring formerly incarcerated people to assist them in transitioning back to productive society. This same caring nature of a family-owned business is used in meeting the real-life needs of the businesses, schools, and communities it serves by innovating at every opportunity to decrease costs and minimize all manner of impacts; for instance, nearly 100% of Ware Disposal's collection fleet is powered by clean air CNG to protect citizens' health.

4-Pro Forma Financial Projections

Pro forma financial projections for the term of the franchise, including the applicant's statement of projected income and a schedule of any planned capital expenditures that will be required by the applicant to implement the services specified in the franchise agreements. Such schedules may include expenditures for vehicles, containers, processing and material handling equipment, facilities, computers and software. Applicants should provide notes to explain all significant assumptions used to create the projections and schedule.

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Applicant: Ware Disposal, Inc

Enter values in the Light Blue spaces.

1. Commercial Bin Customers NOT Subject to AB 1826 - Mixed Waste Monthly Tons Collected 880 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
1.	Puente Hills MRF	60.0%	528.0	31.0%	163.7	364.3			0.0		0.0	Other	364.3	163.7	$39.68
2.	Madison Materials	40.0%	352.0	75.0%	264.0	88.0	Madison BioMass	75.0%	66.0		0.0	Other	88.0	264.0	$42.00
3.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
4.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
5.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
6.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
7.	Totals	100.0%	880.0		427.7	452.3			66.0		0.0		452.3	427.7	
		Row 7 must equal 100%											hmercial Non-AB 1826 Bin Customers Recovery Rate		48.6%

2. Commercial Roll-off Customers - Mixed Waste 140 tons/month

	1	2	3	4	5.0	6.0	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste or materials	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Recovered	Total Cost Per Ton
8.	Madison Materials	75.0%	105.0	81.0%	85.1	20.0			0.00		0.0	Other	19.95	85.05	$39.68
9.	Madison Materials	25.0%	35.0	81.0%	28.4	6.7	Madison BioMass	40.0%	2.7	100.0%	2.7	Other	3.99	31.01	$42.00
10.			0.0		0.0	0.0			0.0		0.0		0.00	0.00	
11.			0.0		0.0	0.0			0.0		0.0		0.00	0.00	
12.	Totals	100.0%	140.0		113.4	26.6			2.7		2.7		23.94	###### #	
		Row 12 must equal 100%									Commercial Roll-off Customers Mixed Waste Recovery Rate				82.9%

3. Commercial Compactor Customers (customer-owned) - Mixed Waste 215 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste or materials	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Recovered	Total Cost Per Ton
13.	Puente Hills MRF	90.0%	193.5	31.0%	60.0	133.5			0.0		0.0	Other	133.5	60.0	$39.68
14.	Madison Materials	10.0%	21.5	65.0%	14.0	7.5			0.0		0.0	Other	7.5	14.0	$39.68
15.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
16.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
17.	Totals	100.0%	215.0		74.0	141.0			0.0		0.0		141.0	74.0	
		Row 17 must equal 100%									Commercial Compactor Customers Recovery Rate				34.4%

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Applicant: Ware Disposal, Inc

Enter values in the Light Blue spaces.

4. Commercial Roll-off Customers - Inert Material — 16 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
18.	Madison Materials	15.0%	2.4	81.0%	1.9	0.5			0.0	0.0%	0.0	Bowerman	0.5	1.9	$25.00
19.	Matri Recycling	85.0%	13.6	99.0%	13.5	0.1			0.0		0.0	Other	0.1	13.5	$13.00
20.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
21.	Totals	100.0%	16.0		15.4	0.6			0.0		0.0		0.6	15.4	
									Commercial Roll-off Customers Intert Material Recovery Rate						96.3%

Row 21 must equal 100%

5. Commercial Roll-off Customers - C&D Debris — 10 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
22.	Madison Materials	90.0%	9.0	81.0%	7.3	1.7			0.0	0.0%	0.0	Bowerman	1.7	7.3	$36.00
23.	Puente Hills MRF	2.0%	0.2	31.0%	0.1	0.1			0.0		0.0	Other	0.1	0.1	$39.68
24.	Direct Disposal	8.0%	0.8	75.0%	0.6	0.2			0.0		0.0	Other	0.2	0.6	$42.00
25.	Totals	100.0%	10.0		8.0	2.0			0.0		0.0		2.0	8.0	
									Commercial Roll-off Customers C&D Debris Recovery Rate						79.5%

Row 25 must equal 100%

6. Temporary 3-yd Bin Customers — 5 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
26.	Madison Materials	90.0%	4.5	81.0%	3.6	0.9			0.0	0.0%	0.0	Bowerman	0.9	3.6	$36.00
27.	Direct Disposal	9.0%	0.5	75.0%	0.3	0.1			0.0		0.0	Other	0.1	0.3	$42.00
28.	Puente Hills MRF	1.0%	0.1	31.0%	0.0	0.0			0.0		0.0	Other	0.0	0.0	$39.68
29.	Totals	100.0%	5.0		4.0	1.0			0.0		0.0		1.0	4.0	
												Temporary Bin Customers Recovery Rate			80.0%

Row 29 must equal 100%

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Applicant: Ware Disposal, Inc.

Enter values in the Light Blue spaces.

7. Commercial Bin Customers Subject to AB 1826 - Mixed Waste Monthly Tons Collected 360 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
30.	Puente Hills MRF	65.0%	234.0	31.0%	72.5	161.5	Puente Hills Food Waste	31.0%	50.1	31.0%	15.5	Other	145.9	88.1	$39.68
31.	Madison Materials	35.0%	126.0	86.0%	108.4	17.6	Madison BIOmass	86.0%	15.2	86.0%	13.0	Other	4.6	121.4	$42.00
32.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
33.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
34.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
35.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
36.	Totals	100.0%	360.0		180.9	179.1			65.2		28.6		150.5	209.5	
												AB 1826 Bin Customers Recovery Rate			58.2%

Row 36 must equal 100%

8. Summary

	Disposal Tons	Recovered Tons
Total commercial collections	771.5	854.5

Commercial customer recovery: 52.6%

As specified in the franchise agreement, franchisees must recover at least 50% of the refuse and materials collected.

5-Description of the Applicant's Technical Abilities

In this section, Ware Disposal provides a description (limited to 2 pages) of its technical ability to meet the requirements specified in the franchise agreement. Per the specifications of the RFA, the franchisee must provide services in bin, roll off and compactors, and C&D debris management, including collection, processing, and recycling as well as education and services that focus on waste prevention.

What We Need to Do Per the 2015 data provided by the existing hauler, there were 20,189 tons of material collected, while 8,010 tons was processed out of the landfilled fraction for recycling at the service provider's MRF. This yielded a net recycling rate of 39.7%, far below the California state AB 341 goal of 75% commercial sector recycling by 2020. For 2016, it appears that the recovery rate is even lower, currently measured at 32.2%. The City also specifies the following for commercial customers: (1) recyclable materials can be collected from separate bins or carts provided to customers, or co-collected with mixed waste; (2) all customers subject to the requirements of AB 341 are to be offered recycling services; and (3) all customers subject to AB 1826 are to be offered organics waste recycling services (i.e., threshold of 4 cubic yards per week of organic waste by January 2017, followed by 4 cubic yards per week of *commercial* waste by January 2019).

As described in its Statement of Qualifications previously submitted to the City, Ware Disposal is expert in all of the required service areas desired including mixed waste processing (using wet/dry routing configurations), waste prevention, recycling, C&D debris recycling, and organics recycling. Ware Disposal provides all manner of equipment ranging from carts to bins to roll offs to compactors. As it recycles over 250,000 cubic yards per year, Ware Disposal demonstrates more than the required expertise to maximize the recoverability of recyclable materials, construction and demolition debris, and organics and food wastes, thereby preventing them from being landfilled.

The following provides brief descriptions of these technical capabilities.

Mixed Waste Processing Using Wet/Dry Routing Ware Disposal operates its own state-of-the-art clean resource recovery facility called Madison Resource Recovery. As opposed to a dirty MRF (i.e., a transfer station with mechanized processing with a much lower facility diversion rate), Ware Disposal uses a front-end *wet/dry routing system* to collect wastes in two fractions: first, a dry, recyclable-rich stream, and second, a wet, organic-rich stream. This requires us to be more knowledgeable about the sources of waste generation and much smarter about our routing, but it pays significant dividends in diversion and material salability.

We process the wet fraction for composting and biomass (energy recovery) using our proprietary organic processing system located at Madison (see Organics Recycling on Page 5-2). We process the dry fraction in our commingled sorting lines for sale to paper, metal, plastic, and glass recycling markets. By combining this mixed waste processing system with our superior source separation collection capabilities, we can recover up to 75% of all commercial wastes. We have done this in every jurisdiction we currently work in, with well-documented results. We propose this for the City of Monterey Park to effect better and higher diversion as less contaminated materials equate to higher market value and price.

Recycling Recycling has been a strength of Ware Disposal since inception. This has been reflected in our franchises for several jurisdictions. For instance, we have achieved a documented curbside diversion rate in Avocado Heights of 39%, and in East Charter Oak of 52%. Ware Disposal exceeds the current

diversion rate seen in nearby Bassett/Valinda/South San Jose Hills (31%) and South San Gabriel (31%). Additionally, our diversion rate in East Charter Oak dramatically surpasses that seen in Citrus/Charter Oak/Ramona (37%), Rowland Heights (40%), and West Whittier (38%). There are mitigating circumstances in Avocado Heights as our commingled manure collection program dramatically tips the disposal load over diversion, otherwise we would exceed all of these other franchise communities in our commitment to waste reduction to landfills. In nearby Pasadena, Ware Disposal is a franchise hauler, and its diversion rate is 61% for solid waste and 75% for C&D debris. This result has been replicated for many other communities and agencies by Ware Disposal.

C&D Debris Recycling In the late 1990s, Ware Disposal predicted the need to establish a viable construction and demolition materials recycling and transfer facility, when conventional wisdom indicated otherwise based on readily available disposal capacity and low disposal cost. So when the California regulatory climate turned to 50% C&D debris diversion and beyond, Ware Disposal was ready. Our dream became reality in September 2002 with the grand opening of the aforementioned Madison Resource Recovery Facility in Santa Ana, CA. As a result, the City of Mission Viejo became the facility's first exclusive construction and demolition waste processing client in Southern California in 2005. At present, Madison Materials achieves 75% recycling of all incoming materials (over 210,000 cubic yards per year).

Organics Recycling Ware Disposal is prepared to execute a lucid, well-thought out, and sustainable campaign for all generators who produce organic waste in the City. Our plan of action begins with the simple notion that wherever food services are provided, then organics separation and collection should be available. Covered customers will receive at least one collection per week for organics, Monday through Saturday. Ware Disposal will work with each customer to provide the appropriate number and size of green or organics containers, and the collection frequency, to meet the customer's service needs. All green containers will be delivered to customers on or before a date to be determined in Agreement negotiations or as warranted by the transition. Ware Disposal is uniquely suited to implement a sustainable program for two reasons. First, Ware Disposal has acquired a proprietary Organics Recycling system from Regreen Technologies that creates compostable and biomass products. This system has been installed at Madison Resource Recovery Facility and will be well tested by the advent of the City's commercial franchise startup date. Second, Ware Disposal has considerable experience with organics recycling programs as it currently works with its franchise City of Mission Viejo on implementation of a citywide food waste/scrap program, as well as with the County of Los Angeles, City of Los Angeles, and nearly 30 unified school districts in Southern California. We are also ready with outreach and educational materials which the City can view at http://www.waredisposal.com/services/organics-food-recycling/.

Waste Prevention, Source Separation, and Education Ware Disposal is expert at waste prevention and source separation programs, and outreach and education. We work closely with accounts to develop reuse and reduce best practices that we have employed at many businesses and agencies. We typically conduct waste assessments to tailor solutions to specific circumstances found at the site. In some cases, it makes economic sense to offer source separation programs (blue bin program). We will use our experience at right-sizing refuse services balanced with cost-saving recycling to minimize cost impacts on accounts. While it can be difficult to make recycling pay given the status of markets, Ware Disposal is working diligently to develop new markets to assure the best possible pricing and extend its revenues in the way of cost reductions to our participating accounts.

6. City's Certification Statement

Please find attached a completed and signed copy of the City's certification statement. The signatory is an officer of the company with the authority to bind and make commitments on behalf of the company. Ware Disposal is a woman-owned and operated company, and is not a subsidiary or division of a corporate parent.

Application for a Waste Collection and Recycling Franchise
from the City of Monterey Park, CA

Certification Statement

Ware Disposal Inc. ("the Company") has submitted an application to the City of Monterey Park (the City) for a:

_____ Residential Waste Collection and Recycling Franchise
Initial here if applying for a residential franchise

_____ Commercial Waste Collection and Recycling Franchise
Initial here if applying for a commercial franchise

The individual signing below certifies on behalf of the Company, that:

1. The Company understands that any franchise awarded by the City will be citywide, and not limited to zones or areas within the City.

2. The Company previously submitted a statement of qualifications in response to a request for qualifications issued by the City and has been notified by the City that the Company has been qualified to submit this application.

3. The Company's statement of qualifications previously submitted to the City is incorporated into, and is part of this application for a franchise.

4. The Company has reviewed the actual service conditions and requirements in the City, and has read and understands the request for applications and franchise agreements provided by the City, and based on its independent judgment, it has the skills, resources, financial capability, and experience required to successfully provide the services described in these documents.

5. The Company acknowledges that the City has used the best information available to it when preparing the application cost forms, and that the actual number of customers to be served and the quantities of waste and materials to be collected by a franchisee may differ from the service requirements provided in the application cost forms.

6. The Company has based the collection, processing, and disposal costs entered into the application cost forms on the Company's total costs for satisfying all of the requirements listed in the franchise agreements.

7. The application submitted to the City does not contain any false, misleading, or inaccurate information, statements, or facts.

8. When preparing its application, the Company has not colluded with any other companies that, to the best of its knowledge, intended to submit an application for a franchise to the City.

9. The Company has adhered to the communication protocols specified in the instructions to the Request for Applications.

Certification Statement

10. The Company fully understands all of the requirements of the agreement(s) for the franchise for which it has submitted an application. If awarded a franchise by the City, the Company is prepared to execute the agreement for that franchise as it is currently written, without modification.

11. The Company understands the basis upon which franchises will be awarded as described in Section 6.09.070 of the City of Monterey Park municipal code and in the City's request for applications, and accepts that this is the sole basis upon which the City will award franchises.

I certify and declare under penalty of perjury, that the foregoing is true and correct.

Signature of corporate officer or official	17 November 2016 Date
JUDITH WARE Printed name	President Title
Signature of corporate officer or official of parent company if applicable	Date
Printed name	Title

PARENT COMPANY GUARANTEE

This GUARANTEE AGREEMENT ("Guarantee") is made as of the 21 day of Oct, 2016, by JUDITH WARE c/o WARE DISPOSAL ("Guarantor") for the benefit of the City of Monterey Park ("City"). Guarantor and City are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS City has entered into a Solid Waste Hauling Franchise Agreement (the "Agreement") dated 10/21/16, 2016 with WARE DISPOSAL, INC ("Contractor") pursuant to which Contractor is obligated to provide residential or commercial solid waste hauling services within the City on the terms and conditions set forth therein.

WHEREAS Guarantor is the parent organization of Contractor;

WHEREAS Guarantor has agreed to guarantee the performance of the Agreement in the manner hereinafter set forth;

WHEREAS this Guarantee is approved by, or is made pursuant to authority granted by, the Board of Directors of Guarantor;

WHEREAS the Board of Directors of Guarantor has determined that this Guarantee directly, or indirectly, benefits Guarantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. In consideration of the City entering into the Agreement with the Contractor, as Guarantor hereby acknowledges, Guarantor hereby unconditionally and irrevocably guarantees to the City:

   1.1 The due and punctual performance and observance by the Contractor of all duties, acts, covenants and obligations to be performed or observed by the Contractor under or pursuant to the Agreement; and

   1.2 The due and punctual payment by the Contractor of all sums payable under or pursuant to the Agreement to the City as and when the same fall due.

2. In the event Contractor fails to carry out, observe or perform any of the acts, obligations, duties, undertakings, covenants and conditions under the Agreement, Guarantor will

be liable for and shall indemnify the City against all losses, damages, costs, expenses, whatsoever which the City may incur by reason or as a consequence or any such failure on the part of Contractor.

3. Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:

3.1 Any alteration to the nature of the extent of the services or otherwise to the terms of the Agreement;

3.2 Any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Agreement or any other compromise or settlement of any dispute between the City and the Contractor;

3.3 The liquidation, bankruptcy, administration, dissolution, or any change in name, composition or constitution of the Contractor or the Guarantor.

4. Guarantor understands and acknowledges the critical nature of the services provided by Contractor pursuant to the Agreement, and the critical importance of those services being provided to the community in a timely fashion. The failure of Contractor to timely collect and haul solid waste in accordance with the terms and conditions of the Agreement poses a significant risk to public health and safety. Consequently, Guarantor's duty to guarantee the punctual performance of Contractor's solid waste collection and hauling obligations shall attach immediately upon demand from the City and without regard to whether City has yet taken action against Contractor or exhausted all or any remedies available to it under the Agreement.

5. This Guarantee is a continuing guarantee and, accordingly, shall remain in effect until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Agreement, or any amendments thereto, shall have been satisfied or performed in full and is in addition to and not in substitution for any other security for which the City may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Contractor. The City's rights under this Guarantee are in addition to and not exclusive of those provided by the Agreement or by law.

6. Notwithstanding anything to the contrary herein, Guarantor's liability under this Guarantee shall not exceed Contractor's liability under the Agreement.

7. All notices, requests, demands and other communication under this Guarantee shall be deemed to have been duly given (a) when delivered in person to the address of the Party listed below, (b) upon confirmation of receipt when transmitted by facsimile transmission to the number of the Party listed below, (c) upon receipt after dispatch by registered or certified mail to the address of the Party below, or (d) on the next business day if transmitted by national overnight courier to the address of the Party below, with confirmation of delivery.

To Guarantor: To City:

City of Monterey Park
Attn: City Manager
320 West Newmark Avenue
Monterey Park, CA 91754
Fax: 626-288-6861

8. This Guarantee shall be binding upon Guarantor and its successors and assigns.

9. This Guarantee constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Each of the Parties acknowledges that no other Party, nor any agent or attorney of any other Party, has made any promise, representation, or warranty whatsoever, and acknowledges that the Party has not executed or authorized the execution of this Guarantee in reliance upon any such promise, representation or warranty, that is not expressly contained herein. Guarantor shall be responsible for guarantying all obligations of the Contractor under the Agreement and any amendments thereto.

10. Each of the individuals signing this agreement on behalf of a Party hereto warrants and represents that such individual is duly authorized and empowered to enter into this agreement and bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Guarantee as of the date first hereinabove set forth.

GUARANTOR:

[NAME] WARE DISPOSAL, INC.

By: Judith Ware

Print: JUDITH WARE

Title: President

CITY:

By: _____
City Manager

ATTACHMENT 4

NASA Services Application for Commercial Services

NASA SERVICES
COLLECTION · RECYCLING · TRANSFER
Be An Agent For Change

City of Monterey Park Request for Application for Waste Collection and Recycling Franchise

Presented by

NASA Services, Inc.
1100 S Maple Ave.
Montebello, CA 90640
(323) 888-0388
www.nasaservices.com

November 15, 2016

www.nasaservices.com

NASA SERVICES
COLLECTION · RECYCLING · TRANSFER
BE AN AGENT FOR CHANGE
1100 S. Maple Ave., Montebello, CA 90640

November 16, 2016

Office of the City Clerk
Attn: Mr. Ron Bow, Director of Public Works and Assistant City Manager
City of Monterey Park
320 W Newmark Avenue
Monterey Park, CA 91754

To Whom It May Concern;

NASA Services, Inc. is pleased to submit the attached application for Commercial Waste Collection and Recycling Services for the City of Monterey Park. We appreciate the opportunity to participate in this request and are available to assist in any way during your review of this document.

NASA is a local, third generation, family-owned business, which has been doing business in Los Angeles County for over 60 years. Currently, NASA is licensed in over 15 cities and communities throughout Los Angeles County and has extensive expertise in the collection and processing of waste and recyclables from residential, multi-family, commercial and roll-off accounts.

NASA Services Inc. is one of the premier solid waste management companies operating in Los Angeles County. The company is progressive, modern, clean and environmentally responsible. NASA cares for its community, employees, customers and the environment and strives to meet to the highest standards of service. NASA is prepared to offer the City of Monterey Park only the best and most reliable services.

NASA proposes to offer a source separate recycling system combined with mixed waste sorting of all non-separated wastes. This system will help achieve the highest levels of diversion from landfill while retaining optimal quality of recyclables. With the incorporation of mixed waste sorting alongside of separate recyclables , NASA can ensure that additional recyclables are diverted from landfill from those businesses that don't participate or can't participate due to lack of space or other constraints.

FAX 323 888·0398
TELEPHONE
888·888·0388

The enclosed document contains:

- Cover letter signed by an officer with the authority to make binding commitments on behalf of NASA Services, Inc.
- Application Cost Forms
- Background and experience of key personnel
- Pro-forma of financial projections
- Description of technical ability to meet requirements of the franchise agreement
- Certification Statement signed by an officer of the company with the authority to bind and make commitments on behalf of NASA Services, Inc.

If awarded a franchise, the Contract Manager on behalf of NASA Services, Inc. will be:

Jack Topalian
General Manager
1100 S Maple Ave., Montebello, CA 90640
Phone: 888-888-0388
Email: jack@nasaservices.com

Location of Franchise Administration: 1100 S Maple Ave., Montebello, CA 90640

On behalf of NASA and its officers and employees, we appreciate your consideration of this application and look forward to the opportunity to serve the City of Monterey Park. Please feel free to contact either, Jack Topalian, General Manager, jack@nasaservices.com or Judi Gregory, Zero Waste Director, judi@nasaservices.com with any questions related to this submittal.

Sincerely,

Arsen Sarkisian
President

Application Cost Forms

The following pages contain the completed Commercial Franchise Application Cost Forms.

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIALFRANCHISE APPLICATION COST FORM

Applicant: NASA Services, Inc.

Enter values in the Light Blue spaces

1. Commercial Bin Customers NOT Subject to AB 1826 - Mixed Waste Monthly Tons Collected 880 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
1.	Puente Hills MRF	35.0%	308.0	75.0%	231.0	77.0			0.0		0.0	Olinda & Bowerman La	77.0	231.0	$10.00
2.	Puente Hills MRF	65.0%	572.0	25.0%	143.0	429.0			0.0		0.0	Olinda & Bowerman La	429.0	143.0	$80.00
3.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
4.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
5.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
6.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
7.	Totals	100.0%	880.0		374.0	506.0			0.0		0.0		506.0	374.0	

Row 7 must equal 100%

mercial Non-AB 1826 Bin Customers Recovery Rate 42.5%

2. Commercial Roll-off Customers - Mixed Waste 140 tons/month

	1	2	3	4	5.0	6.0	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste or materials	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Recovered	Total Cost Per Ton
8.	Puente Hills MRF	50.0%	70.0	75.0%	52.5	17.5			0.00		0.0	Olinda & Bowerman La	17.50	52.50	$50.00
9.	Puente Hills MRF	50.0%	70.0	25.0%	17.5	52.5			0.0		0.0	Olinda & Bowerman La	52.50	17.50	$80.00
10.			0.0		0.0	0.0			0.0		0.0		0.00	0.00	
11.			0.0		0.0	0.0			0.0		0.0		0.00	0.00	
12.	Totals	100.0%	140.0		70.0	70.0			0.0		0.0		70.00	70.00	

Row 12 must equal 100%

Commercial Roll-off Customers Mixed Waste Recovery Rate 50.0%

3. Commercial Compactor Customers (customer-owned) - Mixed Waste 215 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste or materials	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Recovered	Total Cost Per Ton
13.	Puente Hills MRF	50.0%	107.5	75.0%	80.6	26.9			0.0		0.0	Olinda & Bowerman La	26.9	80.6	$50.00
14.	Puente Hills MRF	50.0%	107.5	25.0%	26.9	80.6			0.0		0.0	Olinda & Bowerman La	80.6	26.9	$80.00
15.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
16.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
17.	Totals	100.0%	215.0		107.5	107.5			0.0		0.0		107.5	107.5	

Row 17 must equal 100%

Commercial Compactor Customers Recovery Rate 50.0%

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIALFRANCHISE APPLICATION COST FORM

Applicant: NASA Services, Inc.

Enter values in the Light Blue spaces.

4. Commercial Roll-off Customers - Inert Material — 16 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
18.	Infinity/CWS	100.0%	16.0	95.0%	15.2	0.8			0.0		0.0		0.8	15.2	$65.00
19.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
20.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
21.	Totals	100.0%	16.0		15.2	0.8			0.0		0.0		0.8	15.2	

Row 21 must equal 100%

Commercial Roll-off Customers Intert Material Recovery Rate: 95.0%

5. Commercial Roll-off Customers - C&D Debris — 10 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
22.	Direct Disposal	100.0%	10.0	78.2%	7.8	2.2			0.0		0.0		2.2	7.8	$60.00
23.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
24.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
25.	Totals	100.0%	10.0		7.8	2.2			0.0		0.0		2.2	7.8	

Row 25 must equal 100%

Commercial Roll-off Customers C&D Debris Recovery Rate: 78.2%

6. Temporary 3-yd Bin Customers — 5 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
26.	Direct Disposal	100.0%	5.0	78.2%	3.9	1.1			0.0		0.0		1.1	3.9	$60.00
27.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
28.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
29.	Totals	100.0%	5.0		3.9	1.1			0.0		0.0		1.1	3.9	

Row 29 must equal 100%

Temporary Bin Customers Recovery Rate: 78.2%

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIALFRANCHISE APPLICATION COST FORM

Applicant: NASA Services, Inc.

Enter values in the Light Blue spaces

7. Commercial Bin Customers Subject to AB 1826 - Mixed Waste Monthly Tons Collected 360 tons/month

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Facility to which collection vehicles will direct haul waste	Percent of Collected	Tons to this facility	Facility Recovery Rate	Tons Recovered	Residual Tons	Facility to which residual from facility in column 1 will be transferred for additional material recovery	Percent of Column 6 tons to this facility	Tons to this facility	Recovery Rate	Tons Recovered	Residual Disposal Facility	Disposal Tons	Total Tons Recovered	Total Cost Per Ton
30.	Puente Hills MRF	10.0%	36.0	75.0%	27.0	9.0			0.0		0.0	Olinda & Bowerman La	9.0	27.0	$10.00
31.	Puente Hills MRF	40.0%	144.0	25.0%	36.0	108.0			0.0		0.0	Olinda & Bowerman La	108.0	36.0	$80.00
32.	Puente Hills MRF	50.0%	180.0	95.0%	171.0	9.0			0.0		0.0	Olinda & Bowerman La	9.0	171.0	$80.00
33.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
34.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
35.			0.0		0.0	0.0			0.0		0.0		0.0	0.0	
36	Totals	100.0%	360.0		234.0	126.0			0.0		0.0		126.0	234.0	
												AB 1826 Bin Customers Recovery Rate			65.0%

Row 36 must equal 100%

8. Summary

	Disposal Tons	Recovered Tons
Total commercial collections	813.6	812.4

Commercial customer recovery: 50.0%

As specified in the franchise agreement, franchisees must recover at least 50% of the refuse and materials collected

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIAL FRANCHISE APPLICATION COST FORM

Applicant NASA Services, Inc.

spaces

1. Commercial Bin Customers - Not AB					1	2	3	4	5
	Mixed Waste								
Line	Qty	Size (yd^3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Total Monthly Charges
1.	1	1.5	1	Bin	$38.91	$14.99	$53.90	85	$4,581.18
2.	1	1.5	2	Bin	$77.81	$29.97	$107.78	3	$323.35
3.	1	1.5	3	Bin	$116.72	$44.96	$161.68	1	$161.68
4.	1	1.5	4	Bin	$155.62	$59.94	$215.56	1	$215.56
5.	1	1.5	5	Bin	$194.53	$74.93	$269.46	1	$269.46
6.	1	2	1	Bin	$51.87	$19.98	$71.85	60	$4,311.10
7.	1	2	2	Bin	$103.75	$39.96	$143.71	5	$718.57
8.	1	2	3	Bin	$155.62	$59.94	$215.56	1	$215.56
9.	1	2	5	Bin	$259.37	$99.91	$359.28	1	$359.28
10.	1	3	1	Bin	$77.81	$29.97	$107.78	175	$18,861.92
11.	1	3	2	Bin	$155.62	$59.94	$215.56	75	$16,167.36
12.	1	3	3	Bin	$233.53	$89.92	$323.45	40	$12,937.89
13.	1	3	4	Bin	$311.24	$119.89	$431.13	10	$4,311.30
14.	1	3	5	Bin	$389.05	$149.86	$538.91	10	$5,389.12
15.	1	3	6	Bin	$466.86	$179.83	$646.69	15	$9,700.41
16.	2	3	1	Bin	$155.62	$59.94	$215.56	6	$1,293.39
17.	2	3	2	Bin	$311.24	$119.89	$431.13	10	$4,311.30
18.	2	3	3	Bin	$466.86	$179.83	$646.69	15	$9,700.41
19.	2	3	4	Bin	$622.48	$239.78	$862.26	0	$0.00
20.	2	3	5	Bin	$778.10	$299.72	$1,077.82	10	$10,778.24
21.	2	3	6	Bin	$933.72	$359.67	$1,293.39	2	$2,586.78
22.	3	3	2	Bin	$466.86	$179.83	$646.69	1	$646.69
23.	3	3	3	Bin	$700.29	$269.75	$970.04	5	$4,850.21
24.	3	3	5	Bin	$1,167.15	$449.59	$1,616.74	1	$1,616.74
25.	3	3	6	Bin	$1,400.58	$539.50	$1,940.08	15	$29,101.24
26.	4	3	2	Bin	$622.48	$239.78	$862.26	1	$862.26
27.	1	4	1	Bin	$103.75	$39.96	$143.71	15	$2,155.70
28.	1	4	2	Bin	$207.49	$79.93	$287.42	10	$2,874.16
29.	1	4	3	Bin	$311.24	$119.89	$431.13	1	$431.13
30.	1	4	4	Bin	$414.99	$159.85	$574.84	2	$1,149.69
31.	1	4	5	Bin	$518.73	$199.82	$718.55	5	$3,592.73
32.	1	4	6	Bin	$622.48	$239.78	$862.26	5	$4,311.30
33.	2	4	2	Bin	$414.99	$159.85	$574.84	1	$574.84
34.	2	4	3	Bin	$622.48	$239.78	$862.26	5	$4,311.30
35.	2	4	4	Bin	$829.97	$319.71	$1,149.68	1	$1,149.68
36.	2	4	5	Bin	$1,037.47	$399.63	$1,437.10	1	$1,437.10
37.	2	4	6	Bin	$1,244.96	$479.56	$1,724.52	1	$1,724.52
38.	4	4	3	Bin	$1,244.96	$479.56	$1,724.52	1	$1,724.52
39.	5	4	6	Bin	$3,112.40	$1,198.90	$4,311.30	1	$4,311.30
40.	1	3	3	Compactor	$233.43	$269.75	$503.18	1	$503.18
41.	2	3	1	Compactor	$155.62	$179.83	$335.45	1	$335.45
42.					Total Commercial Bin Customers			600	$174,857.56

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIAL FRANCHISE APPLICATION COST FORM

Applicant NASA Services, Inc.

spaces

2. Commercial Roll-off Service				1	2	3	4	5
	Mixed Waste							
Line	Qty	Size (yd^3)	Container Customers	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg Services Per Month	Monthly Charges
43.	1	20	Roll-off	$350.00	$161.06	$511.06	1	$511.06
44.	1	30	Roll-off	$350.00	$241.59	$591.59	5	$2,957.96
45.	1	40	Roll-off	$350.00	$322.12	$672.12	24	$16,130.97
46.			Total Commercial Roll-off Customers - Mixed Waste				30	$19,600.00

3. Commercial Compactor Service				1	2	3	4	5
	Mixed Waste							
Line	Qty	Size (yd^3)	Container Customers	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
47.	1	30	Compactor	$450.00	$295.25	$745.25	35	$26,083.63
48.	1	35	Compactor	$450.00	$344.45	$794.45	6	$4,766.73
49.	1	40	Compactor	$450.00	$393.66	$843.66	4	$3,374.65
50.			Total Commercial Compactor Customers - Mixed Waste				45	$34,225.00

4. Commercial Roll-off Service				1	2	3	4	5
	Inert Material							
Line	Qty	Size (yd^3)	Container Customers	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
51.	1	10	Roll-off	$350.00	$346.67	$696.67	3	$2,090.00

5. Commercial Roll-off Service				1	2	3	4	5
	C&D Debris							
Line	Qty	Size (yd^3)	Container Customers	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Avg. Services Per Month	Monthly Charges
52.	1	40	Roll-off	$350.00	$300.00	$650.00	2	$1,300.00

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIAL FRANCHISE APPLICATION COST FORM

Applicant NASA Services, Inc.

spaces

6. AB 1826 Bin Customers 1/1/2017					1	2	3	4	5
Line	Qty	Size (yd^3)	Frequency	Container	Collection Cost	Processing & Disposal Cost	Total Customer Monthly Rate	Weekly Customers	Monthly Charges
53.	1	3	4	Bin	$342.42	$251.48	$593.90	2	$1,187.81
54.	1	3	5	Bin	$428.02	$314.35	$742.37	3	$2,227.12
55.	1	3	6	Bin	$513.62	$377.22	$890.84	6	$5,345.07
56.	2	3	2	Bin	$342.42	$251.48	$593.90	1	$593.90
57.	2	3	3	Bin	$513.62	$377.22	$890.84	2	$1,781.69
58.	2	3	4	Bin	$684.83	$502.97	$1,187.80	8	$9,502.37
59.	2	3	5	Bin	$856.04	$628.71	$1,484.75	2	$2,969.50
60.	2	3	6	Bin	$1,027.25	$754.45	$1,781.70	2	$3,563.40
61.	3	3	6	Bin	$1,540.87	$1,131.67	$2,672.54	3	$8,017.63
62.	4	3	7	Bin	$2,398.76	$1,760.38	$4,159.14	1	$4,159.14
63.	5	3	5	Bin	$2,141.75	$1,571.77	$3,713.52	1	$3,713.52
64.	1	4	3	Bin	$342.42	$251.48	$593.90	2	$1,187.81
65.	1	4	4	Bin	$456.56	$335.31	$791.87	1	$791.87
66.	1	4	5	Bin	$570.69	$419.14	$989.83	2	$1,979.66
67.	1	4	6	Bin	$684.83	$502.97	$1,187.80	4	$4,751.19
68.	2	4	5	Bin	$1,141.39	$838.28	$1,979.67	1	$1,979.67
69.	2	4	6	Bin	$1,369.67	$1,005.93	$2,375.60	2	$4,751.21
70.	3	4	6	Bin	$2,056.08	$1,508.90	$3,564.98	1	$3,564.98
71.					Total Charges for AB 1826 Customers			44	$62,067.53

7. Commercial Customers Extra Service			1	2	3	4	5
Line	Qty	Description	Cost Per Service	Processing & Disposal Cost	Total Customer Monthly Rate	Monthly Customers	Total Monthly Charges
72.	1	3-yd temporary bin - C&D debris	$150.00	$31.25	$181.25	12	$2,175.00
73.	1	Bin push-out service	$35.00			44	$1,540.00
74.	1	Bin lock lids	$10.00			80	$800.00
75.	1	1.5-yd bin extra service	$35.00			1	$35.00
76.	1	2-yd bin extra service	$40.00			4	$160.00
77.	1	3-yd bin extra service	$45.00			5	$225.00
78.	1	4-yd bin extra service	$50.00			2	$100.00
79.	1	Bulky item collection	$95.00			4	$380.00
80.	1	4-yd bin extra service	$50.00			4	$200.00
81.				Total Charges for Extra Services			$5,615.00

City of Monterey Park
Application for a Waste Collection and Recycling Franchise
COMMERCIAL FRANCHISE APPLICATION COST FORM

Applicant NASA Services, Inc.

Fill in all light BLUE spaces

8. Summary

82.	Total Monthly Commercial Customer Charges	$299,755.09
83.	Total Commercial Customers Served Monthly	736
84.	Rate per Commercial Customer	$407.2759

Note: The value for line 95 is the total of the monthly bin customers served + monthly services of roll-offs & compactors + monthly 3-yd bin temporary customers

Key Personnel Background & Experience

NASA key employees and contractors have years of industry related experience. Because NASA is an independently operated company, employees are exposed to a variety of different tasks and projects within the company. Most employees are cross-trained and are able to provide service to multiple departments within the company.

If awarded a contract NASA will expand its overall workforce. New employees will be trained by competent leaders who have collectively performed dozens of citywide transitions. The following section will provide a list of all key staff and personnel associated with the contract. All employees will work out of the corporate offices located at 1100 S Maple Ave., Montebello, CA 90640. Internal controls are in place throughout the company structure, which allow for monitoring and oversight of all key functions.

Principals

Arsen Sarkisian, President & Chief Executive Officer,

Arsen will provide program oversight and all contractual management, ensuring that the City is satisfied and that the project is successful. All documents and contractual requirements will be approved by Arsen prior to submittal to the City. Arsen will insure that there is adequate financing to provide for the necessary equipment purchases. On an ongoing basis, Arsen will oversee program costs.

Nick Sarkisian, Vice President & Chief Operating Officer

Nick is the Vice President. His role will be to make sure that the fleet operations are correctly operating and maintained. Nick will ensure that the Operation Manager and Operation Department have the resources necessary to perform all services. He will make sure that there is always adequate equipment on hand, and that the supervisors have all needs met, to ensure that drivers and mechanics perform their jobs safely and correctly.

Managing Employees

Jack Topalian, General Manager

Jack will participate as the Lead Contract Manager and will be instrumental in the oversight and success of a franchise agreement. Jack will be the primary point of contact with the City. He will directly oversee the program tasks and he will work with all project managers and departments during the transition process. Jack's experience with municipal contracts and keen understanding of all operational facets will ensure that every aspect of the transition and ongoing operations will exceed expectations.

Judi Gregory, Zero Waste Director

Judi is the Zero Waste Director and has 25+ years expertise directly related to recycling program implementation and municipal contracting. Judi will work with the City on all aspects of recycling and reporting and she will oversee field personnel working to implement the diversion programs. She will specifically work to develop and monitor recycling and educational strategies. She will also assist with community outreach planning and oversee the development of a robust recycling plan. She will monitor program effectiveness throughout the contract period and incorporate metrics for measuring success.

Lan Ly, Office Manager

Lan will oversee a large portion of the IT system operations. Her department will create accounts and information systems capable to track all customers being serviced, levels of service, days of service, cost and other pertinent customer data. Lan's department also is responsible for all accounting and billing operations and she will set-up and prepare all report systems needed as part of this contract.

Route & Operations Personnel

John Halladjian, Operations Manager

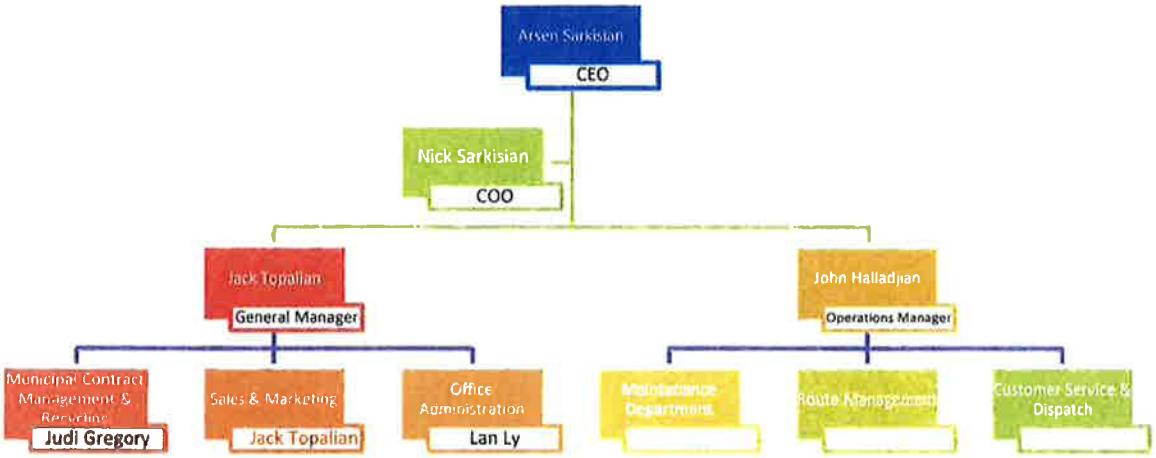
John Halladjian is the Operations Manager. John is the direct link between the drivers, maintenance crew and management. John conducts, manages and supervises the daily operations, including oversight of the route managers, oversight of dispatch services, follow-up of customer inquiries and oversight of all equipment repair and maintenance schedules. John conducts safety and vehicle maintenance programs training programs.

Ray Perez & Tomas Ochoa, Route Managers

Ray & Tomas supervise and evaluate the collection routes on a daily basis. They provide the link between route collections and management to ensure that route efficiencies and collections are maintained. Ray and Tomas will work directly with Route Supervisors to oversee all field operations.

Organization Chart

The following is a copy of the Organization chart for NASA.



Pro Forma Financial Projections

The following pages contain financial projection data, including:

- Cost Estimates (excluding disposal costs)
- Rate Estimates
- Routing Distribution Estimates

Monterey Park

Route Distribution

Container/NON AB1826

Row	Container Type/Size	Number of Collections per Week 1	2	3	4	5	6	7	Total
1	1 Recycling and 1 Refuse cart - up to 96-gal capacity								-
2	Refuse - 1 Cubic Yard	85	3	1	1	1			91
3	Refuse - 2 Cubic Yard	60	5	1	-	1			67
4	Refuse - 3 Cubic Yard	187	102	85	10	33	64		481
5	Refuse - 3 Cubic Yard Compactor	2		1					3
6	Refuse - 4 Cubic Yard	15	12	15	4	7	12		65
7	Refuse - 4 Cubic Yard Compactor								-
8	Refuse - 6 Cubic Yard								-
9	Recycling Cart for Bin Customers								-
10	Recycling - 3 Cubic Yard								-
	# BINS	349	122	103	15	42	76	-	707
	CY's	844	367	327	47	130	240		
	ROUTES	Mon	Tue	Wed	Thur	Fri	Sat	Sun	
	CY/DAY	872	920	854	920	872	397		4,837
	# LOADS/DAY	**7.27**	**7.67**	**7.12**	**7.67**	**7.27**	**3.31**		
	Estimated Tonnage	**47.98**	**50.62**	**46.98**	**50.62**	**47.98**	**21.84**		

Container/AB1826

Row	Container Type/Size	Number of Collections per Week 1	2	3	4	5	6	7	Total
1	1 Recycling and 1 Refuse cart - up to 96-gal capacity								-
2	Refuse - 1 Cubic Yard								-
3	Refuse - 2 Cubic Yard						1		1
4	Refuse - 3 Cubic Yard (1)		2	4	18	12	36	4	76
5	Refuse - 3 Cubic Yard Compactor								-
6	Refuse - 4 Cubic Yard			2	1	4	8	3	18
7	Refuse - 4 Cubic Yard Compactor								-
8	Refuse - 6 Cubic Yard								-
9	Recycling Cart for Bin Customers								-
10	Recycling - 3 Cubic Yard								-
	# BINS	-	2	6	19	16	45	7	95
	CY's	-	6	20	58	52	142	24	
	ROUTES	Mon	Tue	Wed	Thur	Fri	Sat	Sun	
	CY/DAY	274	196	274	196	274	202	24	1,440
	# LOADS/DAY	**1.83**	**1.31**	**1.83**	**1.31**	**1.83**	**1.35**	**0.16**	
	Estimated Tonnage	**19.19**	**13.73**	**19.17**	**13.73**	**19.19**	**14.13**	**1.68**	

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Authorized Personnel Only

Monterey Park - Cost Estimates
(excluding disposal costs)

Basic Informaton		Coml Dry	Coml Wet	Misc	Roll-off
Business Service (approx)	650	600	50	100	
# Proposed F/L Trucks	4	3	1		
# Proposed Service/Scout/Sup Trucks	1			1	
# Proposed R/O Trucks	1				1
Driver weekly salary	$1,650.00				
F/L Helper weekly salary	$1,000.00				
Supervisor weekly salary	$2,000.00				
Mechanic weekly salary	$1,500.00				
C/S, Admin Salary	$700.00				
Tax rate	11%				
Benefits rate	20%				
Helpers	4				
Supervisors	1				
Mechanics	1				

Operating Cost	Unit Cost	#	X	Annual Cost	Coml Dry	Coml Wet	Misc	Roll-off
CNG F/L, & R/O	$2.50	40	5.5	$28,600.00	$85,800.00	$28,600.00		$28,600.00
Diesel Service/Scout/Supervisor Truck	$3.00	20	5	$15,600.00			$15,600.00	
Tires F/L & R/O	$6,600.00	2		$13,200.00	$39,600.00	$13,200.00		$13,200.00
Tires service trucks	$1,500.00	1		$1,500.00			$1,500.00	
Maintenance	$10,000.00			$10,000.00	$30,000.00	$10,000.00	$10,000.00	$10,000.00
Truck Insurance heavy trucks	$5,000.00			$5,000.00	$15,000.00	$5,000.00		$5,000.00
Truck Insurance service trucks	$2,500.00			$2,500.00			$2,500.00	
Driver + Taxes + Benefits	$2,161.50		52	$112,398.00	$337,194.00	$112,398.00	$112,398.00	$112,398.00
Helper + Taxes + Benefits	$1,310.00		52	$68,120.00	$204,360.00	$68,120.00		
Mechanic + tax + benefits	$1,965.00		52	$102,180.00	$51,090.00	$17,030.00	$17,030.00	$17,030.00
Frontloader trucks (inc's interest/10 years)	$421,000.00		10	$42,100.00	$126,300.00	$42,100.00		
Service vehicles (inc's interest/10 years)	$83,000.00		10	$8,300.00			$8,300.00	
Roll-off trucks (inc's interest/10 years)	$320,000.00		10	$32,000.00				$32,000.00

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Monterey Park - Cost Estimates
(excluding disposal costs)

				TOTAL	$889,344.00	$296,448.00	$167,328.00	$218,228.00
Container Costs		QTY						
1 yd bins	$375.00	91	10	$3,412.50	$2,900.63	$511.88		
2 yd bins	$465.00	68	10	$3,162.00	$2,687.70	$474.30		
3 yd bins	$505.00	557	10	$28,128.50	$23,909.23	$4,219.28		
4 yd bins	$575.00	83	10	$4,772.50	$4,056.63	$715.88		
Carts	$60.00	2,000	10	$12,000.00	$10,200.00	$1,800.00		
Bin maintenance & repair & paint				$12,000.00	$10,200.00	$1,800.00		
Roll-off Boxes	$5,000.00	15	10	$7,500.00				$7,500.00
Compactor Units	$6,500.00	10	10	$6,500.00				$6,500.00
				TOTAL	$53,954.18	$9,521.33	$0.00	$14,000.00
Administrative & Customer Service								
Sup/Field Rep + tax + benefits	$2,620.00		52	$136,240.00	$81,744.00	$27,248.00		$27,248.00
CS, Dispatch	$917.00	1	52	$47,684.00	$28,610.40	$9,536.80		$9,536.80
Postage Commercial	$0.50		13	$4,225.00	$2,535.00	$845.00		$845.00
Printing				$5,000.00	$3,000.00	$1,000.00		$1,000.00
Marketing & Inserts				$25,000.00	$15,000.00	$5,000.00		$5,000.00
Bad dept				$10,000.00	$6,000.00	$2,000.00		$2,000.00
Overhead				$250,000.00	$150,000.00	$50,000.00		$50,000.00
Profit				$250,000.00	$150,000.00	$50,000.00		$50,000.00
				TOTAL	$436,889.40	$145,629.80	$0.00	$145,629.80
Disposal Cost Rates								
PH Trash w processing	$80.00							
C&D	$65.00							
Inerts	$65.00							
PH Food	$85.00							
PH Recycling	$10.00							
TOTAL Annual Cost excluding disposal and processing					$1,380,187.58	$451,599.13	$167,328.00	$377,857.80
				Grand Total	$2,376,972.50			

Monterey Park - Rate Estimates
(excluding disposal costs)

Service Type	# CY's/Week	Annual Cost	$/CY
Commercial Non-AB1826	4,837	$1,505,683.58	$ 5.99
Commercial AB1826	1,440	$493,431.13	$ 6.59
Roll-off	2660	$377,857.80	$11.84

F/L Compactor = 3 x compaction rate
R/O Compactor = 2 x compaction rate

Proposer Overview & Technical Ability

NASA Services, Inc. (NASA) has been a family owned and operated enterprise since 1955. The legal status of NASA Services, Inc. is a California Corporation owned by Arsen, Nick, Sam and Elizabeth Sarkisian. As one of the last family owned, full-service solid waste hauling and recycling operations still in existence, NASA strives to provide superior service and competitive pricing in the Los Angeles and Orange County areas.

NASA operates in over 15 cities in Los Angeles and Orange County. The company employs over 100 employees and operates 65 trucks.

NASA's achievements and future path hinge on both innovation and unmatched quality. The company constantly re-evaluates it strategies, both to improve operations and better serve a diverse client base. From collection and recycling to the transfer of solid waste, NASA's work adheres to all safety measures and environmental guidelines.

NASA provides extensive collection services such as: refuse, recycling, manure, bulky goods, electronics and green waste materials from homes, businesses, institutions and construction sites. These services utilize a variety of collection mechanisms, including: fully automated side load, semi-automated rear load, front loader, back-yard collection, roll-out services and manual collection systems. To accommodate the various customer types requires multiple systems and pieces of equipment to facilitate. The following chart outlines the various systems and services provided to each client type.

Type	Multi-Family	Commercial	Roll-off & Construction
Bins / Carts Sizes and Types	Front Load bins: 1, 2, 3, 4 & 6-cubic yard bins for all material types	Front Load bins: 1, 2, 3, 4 & 6-cubic yard bins for all material types	Roll-off & Temp bins: 10, 20, 30 & 40 cubic yard roll-off boxes and 3-yard temporary containers
Trucks	Front load trucks, plus scout service as needed	Front load trucks, plus scout service as needed	Roll-off trucks and bin trailers
Recycling	Multi-family recycling utilizing residential cart system	Recycling of commingled paper/recyclables as well as source separated materials such as cardboard & office paper	Mixed construction & demolition debris recycling, plus separated post industry scrap such as wood, pallets, cardboard, metal and plastic
Special Services	Scout Services Chute Services Locking lids MRF* Processing AB341 Compliance	Scout Services Chute Services Locking lids MRF* Processing AB341 Compliance	C&D Processing Reporting LEED Compliance

* Material Recovery Facility

Transition Expertise & References

City of Pico Rivera Transition, 2012

NASA has extensive expertise in residential and commercial transitional start-up. NASA was awarded a contract with the City of Pico Rivera in mid-March 2012. Services commenced July 2, 2012. During the 3 month period, prior to the commencement of services, NASA was able to design a transition plan that allowed for flawless changeover in service providers.

During the Pico Rivera transition, NASA delivered 12,760 residential homes a three-cart system for collection of refuse, recyclable and green waste. Additionally, NASA removed all existing hauler carts and arranged for recycling of the old carts. On the commercial side, NASA commenced services at approximately 800 commercial and multi-family accounts distributing nearly 1400 bins.

NASA operates seven (7) residential routes, four (4) commercial routes and one (1) roll-off route in the City of Pico Rivera. At the time of this transition, the Pico Rivera contract represented a growth of approximately 30% for the company. The additional growth that NASA would take on if awarded this contract is very similar.

City of Los Angeles, Multi-Family Recycling, 2005

In 2005 the City of Los Angeles awarded multiple contracts to collect recyclables from the multifamily units in Los Angeles during a pilot program. The two year pilot was later bid for a permanent contract, with services starting July, 2007. NASA was awarded a permanent contract, and was required to take over services that had been previously provided by multiple contractors. Prior haulers had provided services in the form of blue bag separation, 2-cubic yard and 3-cubic yard bins, and both source separated and mixed waste MRF processing programs.

In 2007 when NASA took over there were 1,379 buildings, representing 40,422 units being serviced under varied conditions, with programs in complete disarray. It was contracted that NASA would do all the outreach efforts for existing customers being serviced and be responsible to replace the variety of programs into one cohesive program. Additionally, NASA was responsible to grow the program by engaging non-participating residences located within the City of Los Angeles.

During the transition, which consisted of intensive education and outreach to all buildings, NASA delivered 3,047 95-gallon automated recycling carts. Additionally, because of the hard work and effort to reach out to all multi-family complexes in the service area, NASA has grown the program to its current participation of 9,000+ buildings, representing over 220,000 households and has approximately 20,000 carts in place. To date, this program has recycled over 50,000 tons of material.

Certification Statement

Application for a Waste Collection and Recycling Franchise
from the City of Monterey Park, CA

Certification Statement

NASA Services, Inc. ("the Company") has submitted an application to the City of Monterey Park (the City) for a:

_____ Residential Waste Collection and Recycling Franchise
Initial here if applying for a residential franchise

A.S. Commercial Waste Collection and Recycling Franchise
Initial here if applying for a commercial franchise

The individual signing below certifies on behalf of the Company, that:

1. The Company understands that any franchise awarded by the City will be citywide, and not limited to zones or areas within the City.

2. The Company previously submitted a statement of qualifications in response to a request for qualifications issued by the City and has been notified by the City that the Company has been qualified to submit this application.

3. The Company's statement of qualifications previously submitted to the City is incorporated into, and is part of this application for a franchise.

4. The Company has reviewed the actual service conditions and requirements in the City, and has read and understands the request for applications and franchise agreements provided by the City, and based on its independent judgment, it has the skills, resources, financial capability, and experience required to successfully provide the services described in these documents.

5. The Company acknowledges that the City has used the best information available to it when preparing the application cost forms, and that the actual number of customers to be served and the quantities of waste and materials to be collected by a franchisee may differ from the service requirements provided in the application cost forms.

6. The Company has based the collection, processing, and disposal costs entered into the application cost forms on the Company's total costs for satisfying all of the requirements listed in the franchise agreements.

7. The application submitted to the City does not contain any false, misleading, or inaccurate information, statements, or facts.

8. When preparing its application, the Company has not colluded with any other companies that, to the best of its knowledge, intended to submit an application for a franchise to the City.

9. The Company has adhered to the communication protocols specified in the instructions to the Request for Applications.

Certification Statement

10. The Company fully understands all of the requirements of the agreement(s) for the franchise for which it has submitted an application. If awarded a franchise by the City, the Company is prepared to execute the agreement for that franchise as it is currently written, without modification.

11. The Company understands the basis upon which franchises will be awarded as described in Section 6.09.070 of the City of Monterey Park municipal code and in the City's request for applications, and accepts that this is the sole basis upon which the City will award franchises.

I certify and declare under penalty of perjury, that the foregoing is true and correct.

Signature of corporate officer or official	November 10, 2016 Date
Arsen Sarkisian Printed name	President Title
Signature of corporate officer or official of parent company if applicable	Date
Printed name	Title

ATTACHMENT 5
Residential Solid Waste Agreement

DRAFT

MONTEREY PARK EXCLUSIVE RESIDENTIAL SOLID WASTE
AGREEMENT BETWEEN THE CITY OF MONTEREY PARK
AND _____

This MONTEREY PARK SOLID WASTE AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND _____ ("Agreement") is made and entered into on the _____ day of _____, 2017 ("Effective Date"), between the City of Monterey Park, a municipal corporation ("City" or "City of Monterey Park"), and _____, a _____ Corporation ("Francishee"). City and Franchisee shall at sometimes herein below be referred to as the "parties."

RECITALS

WHEREAS, the City finds it advances the health, safety and welfare of the residents, business and visitors to the City of Monterey Park to have an orderly and effective collection and disposal of residential solid waste and to that end to award an exclusive franchise Agreement to a qualified hauler of solid waste; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939") established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, AB 939 authorizes and requires local agencies to make adequate provisions for solid waste handling, within their jurisdictions; and

WHEREAS, City is obligated to protect the public health and safety of the residents of the City of Monterey Park; waste haulers and recyclers should make arrangements for the collection of solid wastes in a manner consistent with the protection of public health and safety; and

WHEREAS, City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939, AB 341, AB 1826, AB 1594, the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; and

WHEREAS, City and Franchisee desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3), and that it is Franchisee, not City, which is "arranging for" the collection from Residential Units in the City of Monterey Park, the transport for disposal, the composting of Green Waste and the recycling of Recyclables and Solid Waste which may contain hazardous substances; and

WHEREAS, there are no places within the City Limits of the City of Monterey Park where active landfills are located, or which are suitable for the siting of a landfill, and solid waste must, therefore, be exported from the City; and

WHEREAS, City and Franchisee agree that it is Franchisee, and not City, which will select the landfill or transformation facility destination of the nonrecyclable solid waste which Franchisee will arrange to collect, that City has not, and by this Agreement does not, instruct Franchisee on its collection methods, nor supervise the collection of waste, and nothing in this Agreement, or other action of the City shall be construed to bar others from removing waste from containers, nor to place title or right to possession to such waste in City or Franchisee (the parties recognizing that whatever, if any, title Franchisee may gain to such waste is by operation of law, and is not the result of this Agreement); and

WHEREAS, Franchisee represents and warrants to City that it has the experience, responsibility, qualifications and knowledge of all applicable laws to conduct recycling programs and to arrange with residents in the City of Monterey Park for the collection, safe transport and disposal of Recyclables and Solid Waste which may inadvertently contain Hazardous Waste, the City Council of the City of Monterey Park determines and finds that the public interest, health, safety and well being would be served if Franchisee were to make arrangements with residents to perform these services for Residential Units.

WHEREAS, by written submittals dated ___, 2016, and _____, 2016 Franchisee submitted a statement of qualifications and a bid which are incorporated as part of this Agreement and are included as Exhibits 6 and 7 of this Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. GRANT AND ACCEPTANCE OF FRANCHISE.

1.1 City grants to Franchisee, subject to the terms of this Agreement and all applicable laws and regulations, for the term of this Agreement, (1) the sole and exclusive duty, right and privilege to operate and conduct an exclusive Franchise to collect, transport, process and dispose of Solid Waste, Recyclables and Green Waste for Residential Units within the City Limits, and (2) an exclusive license to make and enter into independent arrangements with Residential Units in the City of Monterey Park in the area covered by this franchise, to collect, receive, process. transport and remove to such materials recovery, solid waste recycling or disposal facilities, all Solid Waste. Recyclables and Green Waste collected from Residential Units within the City Limits. This Franchise Agreement does not include state run school systems, lawfully operated self-haulers, Commercial Premises or others exempt from the Franchise as permitted by law.

1.2 Franchisee agrees to be bound by and comply with all the requirements of this Agreement and to comply with all federal, state and local laws and regulations whether or not they are specifically addressed by the provisions in this Agreement.

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1.3 Franchisee waives any right it may have to challenge the terms of this Agreement under federal, state or local law, or administrative regulation. Franchisee waives any right or claim to serve Residential Units in the City of Monterey Park as its boundaries exist as of the date of execution of this Agreement under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity including any right under the Public Resources Code. This franchise is subject to all of the provisions of this Agreement, and to any rights, if any, which may be held by any other solid waste enterprise holding rights pursuant to Public Resources Code Section 49520 or other laws.

1.4 The above Recitals are true and correct and are hereby made a part of this Agreement.

SECTION 2. REIMBURSEMENT OF CITY EXPENSES.

Franchisee, upon submission of this Agreement to the City Council for approval, shall reimburse the City in an amount not to exceed $100,000 (One hundred thousand dollars) for expenses, including consultants' and attorneys' fees and expenses associated with granting this Agreement.

SECTION 3. TERM; COMMENCEMENT OF SERVICES.

3.1 The term of this Agreement shall be for a base period of seven (7) years commencing on the 1st day of September 1, 2017, and ending at midnight on the 31st day of August, 2024. Franchisee shall implement collection of Solid Waste and Green Waste from Residential Units and the City for Civic Waste, Citywide, and provide the services set forth in this Agreement.

3.2 Notwithstanding Section 3.1, Franchisee is authorized and required to as of thirty (30) days after the Effective Date to contact potential customers and the City solely for the purpose of making arrangements to provide the services that Franchisee is obligated to provide pursuant to this Agreement. These arrangements may include assessing the service needs of customers, providing customers with a description of Franchisee's available services, and providing customers with education and instructional materials. Additionally, beginning on August 1, 2017, Franchisee is authorized to distribute Bins and Carts to customers who shall begin to utilize Franchisee's services commencing on September 1, 2017. Franchisee shall use its best efforts to avoid conflicts with the company currently providing services to customers and avoid interfering with services currently being provide to such customers. Franchisee shall coordinate with the City as necessary prior to the Effective Date for purposes of planning the implementation of the activities an obligations to be provided pursuant to this Agreement.

3.3 If a company other than the Franchisee is awarded a franchise that becomes effective immediately or shortly after the termination of this Agreement, Franchisee shall cooperate with such company to provide for an orderly transition of services to Residential Units. This cooperation shall include, but is not limited to, providing the new company with Franchisee's customer lists and route lists and if mandated by City, to allow the new company

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the right to acquire customer Carts and Bins utilized by the Franchisee for its customers to be sold to the new company at fair market value.

SECTION 4. DEFINITIONS.

Whenever any term used in this Agreement has been defined by the Municipal Code of the City of Monterey Park ("PHMC") or Division 30, Part 1, Chapter 2 of the California Public Resources Code, or other commonly used words found in federal, state and local laws and regulations, such definitions shall apply unless the term is otherwise defined in this Agreement.

4.1 **"Administrator"** means the Administrator or the Administrator's designee.

4.2 **"AB 939"** means the California Integrated Waste Management Act of 1989, codified in part at Public Resources code §§ 40,000 et. seq., as it may be amended from time to time, and as implemented by the regulations of the California Integrated Waste Management Board.

4.3 **"AB 939/ Administrative Fee"** means the _____ (___%) fee imposed by the City on Franchisee's Gross Revenues because of its status as party to this Agreement, and which, inter alia, is intended to offset the City's expenses in administering this Agreement for AB 939 compliance.

4.4 **"Backyard Service"** or **"Roll Out Service"** means the collection of a Cart or Bin that includes the movement by Franchisee's employees of the Cart or Bin from the Customer's backyard, sideyard, driveway , garage, or other location approved by the Administrator, to the Franchisee's collection vehicle and return of the Cart or Bin to such location.

4.5 **"Bins"** means those containers commonly referred to as dumpsters and are provided for commercial, industrial, construction, and Residential Units uses. Bins are usually two (2) or three (3) cubic yards in size, or larger and meet the criteria set forth on Exhibit 3.

4.6 **"Bulky Items"** means large and small household appliances, furniture, carpets, mattresses, White Goods, clothing, tires, and other similar Solid Waste and oversized yard waste such as tree trunks and large branches if no larger than two (2) feet in diameter and four (4) feet in length and similar large items discarded from Residential Units. Bulky Items do not include Hazardous Waste.

4.7 **"Carts"** means the containers provided by the Franchisee to Customers of Green Waste and Solid Waste services with two wheels attached for ease of transport by an individual and meet the criteria set forth on Exhibit 3.

4.8 **"City Limits"** means the boundaries of the City together with all amendments and changes thereto, which boundaries are shown by maps incorporated herein by reference, identified in Exhibit "1" and which are on file in the office of the City Clerk.

4.9 **"Civic Solid Waste"** or "Civic Waste" means all types of Solid Waste generated by the City, including: Solid Waste placed in City-owned Garbage receptacles located in public

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areas, including but not limited to City public parks, parking lots, and right of ways, for disposal of waste generated by the public; solid waste generated at City-owned facilities including but not limited to City Hall, the City Yard, fire stations, police station, library, recreation centers, etc.; and solid waste generated at City events, including but not limited to the Lunar Festival, Play Days, Fourth of July Celebration, Geranium Festival, etc. Exhibit 10 identifies the approximate Civic Waste that currently included in this definition but is subject to change without any charge to the City.

4.10 "Co-collection" means the collection of Solid Waste and Recyclables in a common Bin or Cart.

4.11 "Commercial Premises" means any commercial, industrial, office enterprise which generates Solid Waste, Green Waste or Recyclable Materials. Commercial Premises shall not include Civic Waste, Residential Units or any state run school system.

4.12 "Commercial Solid Waste" means all types of Solid Waste generated by stores, offices, governmental institutions (except City facilities and state run school systems), commercial and industrial sources, institutional uses and all other uses except Residential Units.

4.13 "Compostable Food Waste" means fruits, meats, seafood, bones, beans, bead, eggshells, napkins, paper plates, coffee grounds, vegetables, poultry, shellfish, rice, pasta, cheese, food soiled paper, paper towels, tea bags and other similar items.

4.14 "Computer Compatibility" means ability to export and import digital data between computers without writing a custom translation software.

4.15 "Construction and Demolition Waste" means the discarded building materials, packaging, wood, plaster, rock or brick, drywall, cement and rubble resulting from construction, remodeling, repair and demolition operations on pavements, and other similar materials from buildings and other structures (except asbestos-containing materials or other Hazardous Materials).

4.16 "Customer(s)" or "customer(s)" means the City with respect to Civic Waste and the person(s) who have/has the day-to day responsibility for Solid Waste, Recyclables or Green Waste for Residential Units.

4.17 "Diversion" and "Diverted from Disposal" has the meaning set forth in Public Resources Code Section 40124.

4.18 "Electronic Waste" means microwaves, stereos, radios, audio/visual equipment, VCR's and DVD players, cellular phones, fax machines, computers, and computer related equipment, and video display devices and televisions.

4.19 "Franchise" means the exclusive right and privilege granted pursuant to this Agreement, along with the other rights, obligations and privileges set forth herein: (1) to arrange for the collection of, and to collect Solid Waste, Green Waste and Recyclables, (2) to transport to landfill or other disposal facilities as determined by Franchisee Solid Waste, Green Waste and

Recyclables, and (3) to recycle from Solid Waste and Green Waste, generated and/or accumulated from Residential Units; in the City Limits, except from state run school systems or lawfully operated self-haulers or others exempt from the Franchise as permitted by law.

4.20 "Fully Automated Collection" means a mechanized method of collecting Solid Waste, Green Waste and Recyclables in which the operator of the collection vehicle operates a mechanical device which secures a container, such as a residential solid waste Bin, lifts the container and dumps the contents directly into the vehicle's collection area and returns the container to the curbside or other original position, without leaving the vehicle.

4.21 "Green Waste" or "Yard Waste" means all Compostable Food Waste and plant materials, including without limitation, leaves, grass clippings, brush, branches and other forms of organic materials generated from landscapes or gardens, separated from other solid waste but does not include tree or bush stumps or branches exceeding four (4) inches in diameter or four (4) feet in length or palm fronds.

4.22 "Green Waste Bins" means those Bins which are used for transferring Green Waste from the Customers to the Franchisee.

4.23 "Green Waste Carts" means those Carts which are to be used for transferring Green Waste from the customers to the Franchisee

4.24 "Gross Revenues" means any and all revenue or compensation in any form derived by Franchisee from services provided pursuant to this Agreement, except revenues received by the Franchisee from the sale of Recyclables and any payments received from the State of California for collecting or processing CRV materials.

4.25 "Hazardous Waste" means any hazardous substance, material, waste materials or defined as such pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., and all future amendments to either of them, or as defined by the California Health & Safety Code, California Code of Regulations,, the Porter-Cologne Act, California Water Code, California Environmental Protection Agency or the California Integrated Waste Management Board, Federal Water Pollution Control Act, Hazardous Materials Transportation Act, by any Superfund or Superlien law, or any other federal, state, or local law or regulation. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

4.26 "Materials Recovery Facility" means 1) A facility that separates secondary materials, such as mixed glass and metal containers, from the wastestream, and processes the materials for sale to end users; 2) A firm that purchases and markets source- separated materials.

4.27 "Mechanized Collection" refers to methods of collecting solid waste and/or recyclables in which the operator of a collection vehicle operates a mechanical device which

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secures a Bin or Cart which contains Green Waste or Solid Waste and lifts the Bin or Cart and dumps the contents directly into the vehicle's collection area. "Mechanized Collection" includes Semi-Automated Collection and Fully Automated Collection.

4.28 "Multi-Family Units" means apartments, condominiums and townhomes, other dwelling units other than Single Family Dwellings, and shall have the same meaning as set forth in the (" MPMC").

4.29 "Organic Waste" is defined in California Public Resources Code Section 42649.8(c).

4.30 "Organic Waste Recycling" means to recycle Organic Waste in accordance with the requirements of Senate Bill 1826 (2014)

4.31 "Proposition 218" means Articles XIIIC and XIIIC of the California Constitution and any implementing legislation relating thereto, as may be amended from time to time.

4.32 "Recyclable Material" or "Recyclables" means a material which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, , and includes paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET and other plastics, beverage containers, compostable materials, phone books, used motor oil and such other materials designated by City's Administrator, or designated as recyclables by the California Department of Conservation and Recycling , or other agency with jurisdiction, and which are collected by Franchisee pursuant to this Agreement.

4.33 "Recyclable Material Bin" means Bins that are intended for the disposal of Recyclable Material.

4.34 "Recycled," "Recycling Service", or **"Recycling"** is defined in Public Resources Code Section 40180.

4.35 "Residential Solid Waste" means all types of Solid Waste generated from Residential Units.

4.36 "Solid Waste Bins" means those Bins used to transfer Solid Waste from the customers to the Franchisee.

4.37 "Solid Waste Carts" means those Carts used to transfer Solid Waste from the customers to the Franchisee.

4.38 "Residential Units" means Multi-Family Units and Single-Family Units.

4.39 "Scavenging" means the unauthorized removal of Recyclable Material. Scavenging is prohibited by Public Resources Code § 41950.

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4.40 "Semi-Automated Collection" means a mechanized method of collection in which the operator of the collection vehicle must get out of the vehicle in order to connect the container, such as a Residential Solid Waste Bin, to a device which lifts the container and dumps the contents directly into the vehicle's collection area and returns the container to street level for placement at curbside or other position by the operator.

4.41 "Single-Family Units" means a detached single family residential dwelling as these terms are defined in the MPMC.

4.42 "Solid Waste" or "solid waste"ç

4.43 "Utility Billing" means the total fee imposed by the Franchisee for Residential Units for services performed under this Agreement.

4.44 "White Goods" means enameled household appliances, such as refrigerators, stoves, washer/dryers, water heaters, dishwashers, trash compactors and similar items discarded from Single-Family Residential premises covered by this Agreement.

SECTION 5. FRANCHISE FEE.

Each month, City shall retain from its collections from the Customers a franchise fee in an amount equal to __% (___ percent) ("Franchise Fee") of the Gross Revenues collected for Franchisee services during the preceding month to this Agreement in addition to an AB 939 fee of_____ (_____ percent) collected for Franchisee services during the preceding month pursuant to this Agreement.

SECTION 6. COMPLIANCE WITH LAWS AND REGULATIONS.

Franchisee warrants that it will comply with all applicable laws relating to the services it will perform pursuant to or arising from this Agreement, including without limitation implementing regulations, as they, from time to time, may be amended, specifically including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the California Integrated Waste Management Act of 1989, South Coast Air Quality Management District Rules and all other applicable federal, state, and local laws and regulations whether or not such are identified in this Agreement.

SECTION 7. TYPES AND FREQUENCY OF SERVICE.

7.1 Public Health and Safety - General. In order to protect the public health and safety, arrangements made by Franchisee with its Residential Units customers in the City of Monterey Park for the collection of Solid Waste and Green Waste, shall provide for the collection (using Fully Automated Collection wherever possible and using Semi-Automated Collection where Fully Automated Collection is not possible) of such waste generated or accumulated by Residential Units within the City at least once per week for Carts, and for Bin Customers as needed but at least once per week. All solid waste that is not recycled shall be disposed of at a fully permitted disposal facility. With respect to the containers identified in this

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Section 7, Franchisee is responsible for providing Customers with an adequate number of Carts or Bins and to work with Customers to ensure that the total weekly Cart or Bin capacity provided to Customer is adequate. The schedule and routes for collection shall be prepared by the Franchisee and provided to the Administrator prior to being implemented. The schedule and route shall be designed to minimize the total vehicle miles and time required to service Customers. Franchisee shall provide Customers with written notice of their scheduled day of collection and shall provide at least thirty (30) days written notice of any change to such collection date.

7.2 Residential Units Solid Waste Services. Franchisee shall collect and remove Solid Waste placed in Solid Waste Carts at the curbside on public streets (except for Customers that subscribe to or have been qualified for Backyard service) and Roll Out Service for Bins, from all Residential Units within the City at least once every week. Except as otherwise set forth herein, solid waste and Recyclables shall be Co-collected from Customers in Cart and Bins except as where otherwise set forth herein. Franchisee shall provide Recycling Services for all solid waste Carts and Bins. Franchisee agrees to provide new Fully Automated Collection Solid Waste Carts or cleaned and newly painted Solid Waste Bins, as applicable, to all Residential Units by August 31, 2017, and to new Customers upon commencement of service. Each Cart and Bin shall have placed on it a sticker that states that no Hazardous Material or liquids shall be placed in the Cart or Bin (in English, Spanish and Chinese) and set forth a telephone number to contact the Franchisee with regard to questions the customers may have regarding the proper use of Cart or Bin or for replacement or repair of the Cart or Bin. The charge for such services shall be at the rates as set forth in Exhibit "2" and includes the cost of providing Recycling Services. There shall be no extra charge for Roll Out Service for Bins. Franchisee shall replace or repair before the Customer's next service date, at no expense to Residential Units' customers or City, Solid Waste Carts or Bins that have been reported to have been stolen and/or damaged.

7.3 Green Wastes Collection. Franchisee shall collect and remove, at least once per week (and on the same day of the week it collects Solid Waste Carts from Customers unless the Customer receives service more than once per week), all Green Waste which is placed at the curbside in Green Waste Carts and Roll Out Service for Green Waste Bins provided by Franchisee. Franchisee agrees to provide new Fully Automated Collection Green Waste Carts or Green Waste Bins that are cleaned and newly painted to all Customers by August 31, 2017, and to new Customers upon commencement of service. Each Cart and Bin shall have placed on it a sticker that states that no Hazardous Material or liquids shall be placed in the Cart or Bin (in English, Spanish and Chinese) and set forth a phone number to contact the Franchisee with regard to questions the customers may have regarding the proper use of Cart or Bin or for replacement or repair of the Cart or Bin. The Charge for such services shall be at the rates set forth on Exhibit "2." There shall be no extra charge for Roll Out Service for Bins. Franchisee shall repair or replace before the Customer's next service date, at no expense to Customers or City, Green Waste Containers that have been reported to have been stolen and/or damaged.

7.4 Civic Waste Collection. Franchisee shall collect and remove at no charge to City at least once a week, or more frequently as required by the City, for all types of Civic Waste except for special events which shall be collected daily during the duration of the event. Franchisee agrees to provide new Green Waste Carts, Recyclable Material Carts, and Solid

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Waste Carts, and new containers, and Green Waste Bins. Recyclable Bins and Solid Waste Bins that are cleaned and newly painted to the City by August 31, 2017. Each Cart and Bin shall have placed on it a sticker that states that no Hazardous Material or liquids shall be placed in the Cart or Bin (in English, Spanish and Chinese) and set forth a phone number to contact the Franchisee with regard to questions the customers may have re the proper use of Cart or Bin or container or for replacement of the Cart or Bin or container. Upon being notified that a Cart, Bin or container that is used for the accumulation of Civic Waste requires repair or replacement, Franchisee at no cost to the City shall repair or replace the Cart, Bin or container within twenty-four (24) hours.

7.5 Recyclable Material Bins. In accordance Assembly Bill 341 (2011) Franchisee for Multi-Family Units of five (5) units or more are required to either provide Recyclable Material Bins or Organic Waste Bins for such Units or utilize a refuse collection service that includes material recovery facilities for processing refuse for such Units. Such Bins shall be cleaned and newly painted. The cost for such service is set forth on Exhibit 2. Each Bin shall have placed on it a sticker that states that no Hazardous Material or liquids shall be placed in the Cart or Bin (in English, Spanish and Chinese) and set forth a phone number to contact the Franchisee with regard to questions the customers may have re the proper use of Cart or Bin or for replacement of the Cart or Bin. Upon being notified that a Bin requires repair or replacement, Franchisee at no cost to the Customer shall repair or replace the Cart, Bin or container prior to the Customer's next scheduled collection day.

7.6 Hours of Collection. Franchisee agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste and Green Waste, will provide that collections for Residential Units shall not start before 7 a.m. or continue after 6 p.m., Monday through Friday.

7.7 Collection on Holidays. Franchisee has informed City that Franchisee's arrangements with its customers will provide that if the day of collection on any given route falls on a legal holiday, i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, observed by the Materials Recovery Facility, landfill or other lawful disposal site to which refuse collected within the franchise area is taken for disposal, Franchise shall provide collection service for such route on the day following such holiday (except Sundays) and shall not provide collection service on such holiday. For Civic Waste generated at City special events, Franchisee agrees to collect such even on Holidays during the duration of the event. Franchisee shall inform the City before the commencement of services under this Agreement of the holidays that it will not be providing services.

7.8 Holiday Tree Recycling. Franchisee shall collect, transport and recycle all Holiday trees which are placed at the curbside on public streets, from all Residential Units within the City during the period beginning on December 26 and ending 6:00 p.m. on the third Saturday in January.

7.9 Bulky Items Pick-Up. Franchisee shall provide curbside Bulky Items pick-ups for Residential Units at no additional expense to such Customers or the City. Bulky Items pickups shall be "on call" and completed within 24 hours or the end of the next business day, whichever is sooner, from the time a Customer makes a request for such service. There shall be

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no other size or weight restrictions with respect to Bulky Items except that Franchisee shall not be required to remove automobile bodies, or any other items which may not be safety handled by two persons.

Bulky Items collected by Franchisee shall not be landfilled or disposed of until the following hierarchy has been followed by Franchisee:

Reuse as is (if energy efficient)
Disassemble for reuse or Recycling
Recycle
Disposal.

Franchisee agrees to develop and carry out a community relations program acceptable to City for information related to Bulky Items.

7.10 Pick-Up of Illegally Dumped Bulky Items. Franchisee agrees to provide on-demand pick-up of Illegally-dumped Bulky Items at City's request. Franchisee shall provide this service within twenty-four (24) hours of City's requests, or the end of the next business day, whichever is sooner.

7.11 Electronic Waste. Franchisee agrees to pick up Electronic Waste from customers that request such service at least four times a year at no charge. Service shall be on an "on call" basis and shall occur on the Tuesday following the Customer's request provided that such is made by 2:00 p.m. of the preceding Monday. Franchisee shall inform the Customer of how and where to place the Electronic Waste for collection.

7.12 Temporary Service. Franchisee is authorized by this Agreement to provide temporary Bin services required by Customers due to unusually high volume Customer disposal needs for Solid Waste, Green Waste or Construction and Demolition Waste pick-up. Franchisee shall not have the exclusive right to provide temporary Bin service. Temporary Bin service may be provided by Franchisee or any entity holding a Commercial Franchise in the City. Franchisee shall not represent that it has the exclusive right to provide Temporary Bin Service. Temporary Bin service shall be offered at a maximum rate no greater than the amount specified in Exhibit 2.

7.13 Emergency Service. Franchisee shall provide, upon request by the City, assistance with cleanup and debris removal activities required as a result of a natural or man-made disaster, at a reasonable fee agreed to by the parties.

7.14 Organics Waste Recycling. Franchisee shall provide Organics Waste disposal and Organics Waste Recycling services in accordance with AB 1826 at the maximum price set forth on Exhibit 2.

7.15 Backyard Service or Roll Out Service. For Customers that are physically unable to provide their own Backyard Service, Franchisee at no cost to the Customer shall provide Backyard Service. The City shall determine which Customers are eligible for this service. For customers that are physically able to provide Backyard Service and subscribe for

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such service, the charge for such service shall be at the rate set forth on Exhibit 2. There shall be no extra charge for Roll Out Service for Bins.

SECTION 8. COLLECTION EQUIPMENT AND PERSONNEL.

8.1 Franchisee warrants that it shall provide an adequate number of vehicles and all equipment for all of the services for which it is responsible for performing under this Agreement. To protect peace and quiet in residential areas, the noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall not exceed the stricter of MPMC Section 9.53 noise standards or seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Franchisee shall submit to City, annually, a certificate of vehicle noise level testing of all vehicles by an independent testing entity. Noise level testing shall be undertaken when so ordered by Administrator. Franchisee warrants that it will comply with all measures and procedures promulgated by all agencies with jurisdiction over the safe, sanitary operation of all its equipment.

8.2 Vehicles used for the collection of solid and green waste shall: be of uniform color and company markings; be no more than seven years old; be maintained in "like new" condition, meet or exceed all state and local safety requirements; be watertight and leakproof; have a backup alarm; not exceed the gross vehicle weight of the manufacturer's or the California Vehicle Code's limits; bear the Franichisee's name and telephone number and vehicle identification number in lettering of at least two (2) inches in height; ; be in compliance with AQMD Rule 1193 ; kept in good repair; and inspected daily a maintained in a clean appearance, including free of dirt and graffiti; and, not be stored on any public street or other property owned by the City. Each vehicle shall be equipped with a broom, absorbent, shovel and bucket for purposes of cleaning up leaks and debris dripping from or falling from vehicles, or Bins or Carts. Franchisee shall use Fully Automated Collection vehicles wherever possible, and use Semi-Automated Collection vehicles where Fully Automated Collection vehicles are not possible to use and may use other vehicles only when Semi-Automated Collection Vehicles are not possible to use.

8.3 Should the Administrator at any time give notification in writing to Franchisee that any vehicle does not comply with the standards specified in this Agreement, that vehicle shall be removed from service by Franchisee immediately and shall not be used until inspected and approved in writing by the Administrator.

8.4 Personnel operating the vehicles shall be trained and qualified and adequately licensed to provide the services called for by this Agreement, wear appropriate and matching uniforms and a name badge, conduct themselves in a courteous and professional manner, have gone through an appropriate background check, receive regular and periodic training, treat private property with due care and respect, and always perform their work in a safe manner in accordance with all applicable laws and regulations.

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8.5 At all times that collection is occurring, Franchisee shall maintain an emergency service vehicle and field supervisor to respond to complaints, service problems, or emergency calls.

8.6 Any Solid Waste, Recyclable Materials, or Green Waste dropped or spilled during collection, transfer or transportation shall be immediately cleaned up or removed by Franchisee.

8.7 Franchisee shall prepare and keep current, a written contingency plan describing the arrangements and provisions Franchisee has made to provide vehicles and personnel to maintain uninterrupted service during mechanical breakdowns or other emergencies. This plan should be consistent with and coordinated with the City's emergency plans. The Schedule for submittal of this plan to City is described in Exhibit 7.

8.8 Franchisee's personnel shall be responsible for noting the addresses of any premises at which they observe that Solid Waste, Recyclable Materials, or Green Waste are accumulating and not being delivered for collection and the address, or other location description, at which such waste has been dumped in an apparently unauthorized manner. Franchisee shall deliver this information to the Administrator within three (3) business days of such observation.

SECTION 9. OTHER REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

Franchisee warrants and represents the following: Franchisee is a company duly organized, validly existing and in good standing under the laws of California and is qualified and has the authority to carry out the business required by this Agreement. Franchisee has, through all actions required by law by its owners or Board, the authority to enter into this Agreement and the person(s) signing this Agreement have the authority to do so. Franchisee's officers, directors, or owners have not been found guilty of felonious conduct, bribery of public officials, fraud, deceit, false claims, racketeering or illegal transport of Hazardous Materials. Franchisee shall maintain all necessary federal, state and local business licenses and permits.

SECTION 10. PRIVACY

10.1 Franchisee shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or contents of a customer's refuse or recyclables shall not be revealed to any person, governmental unit, private agency or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by City.

10.2 Franchisee shall not market or distribute mailing lists with the names and addresses of customers except such lists and details on the services provided to the Customers must be provided to the Administrator.

10.3 The rights accorded customers pursuant to this Section shall be in addition to any other privacy rights accorded customers pursuant to federal or state law.

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SECTION 11. SERVICE EXCEPTIONS; HAZARDOUS WASTE NOTIFICATIONS.

When service is not provided to any customer, Franchisee shall notify its customer in writing why the collection was not made by leaving a tag at least 3-1/2 inches b 6 ¾ inches stating the reasons why the collection was not made. The tag shall set forth the Franchisee's business's name and telephone number and shall be securely fastened to the Cart or Bin or article of Solid Waste Franchisee has represented to City that Franchisee will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed in Solid Waste anywhere within the City, including on, in, under or about City property, including streets, easements, rights of way and City waste containers. In addition to other required notifications, if Franchisee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on City property, including streets, storm drains, or public rights of way, Franchisee also will immediately notify the Administrator, or the Administrator's designee.

SECTION 12. CUSTOMER SERVICE.

12.1 Office Hours. Franchisee shall maintain an office accessible by a local phone number for Customers between the hours of 8:00 a.m. and 5:00 p.m. daily, except Saturdays, Sundays and holidays. In addition, Franchisee employees are to be present in the office and reachable by telephone from 7 a.m. to 7 p.m. on all collection days for purposes for being reachable by City employees. Franchisee employees shall have the capability of responding to Customers in English, Spanish, Chinese (Mandarin and Cantonese), Telecommunications Device for the Deaf Service and other languages necessary for communication with Customers.

12.2 Emergency Telephone Number. Franchisee will maintain an emergency telephone number for use outside normal business hours. Franchisee shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours. At Franchisee's expense, the emergency telephone number shall be listed in the Monterey Park telephone directory under both Franchisee's name and the City's name. Franchisee shall be able to respond to inquiries in English, Spanish, Chinese (Mandarin and Cantonese), Telecommunications Device for the Deaf Service and other languages necessary for communication with Customers.

12.3 Service Complaints and Request for Service. All customer complaints and requests for service shall be directed to Franchisee. During office hours, Franchisee shall maintain a complaint service and a telephone answering system capable of accepting at least five (5) incoming calls at one time. Franchisee shall record all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and nature and date and manner of resolution of complaint, in a computerized daily log. Any such calls received via Franchisee's answering service shall be recorded in the log the following working day. All complaints and requests for service shall be responded to within 24 hours or the next

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business day, whichever is sooner, unless specified otherwise elsewhere in this Agreement. This log shall be available for review by City representatives during Franchisee's office hours. Franchisee shall provide a copy of this log on computer disc to the City in a monthly report or upon request by the Administrator. If Franchisee fails due to its own fault to provide services to a customer on the customer's regular collection day, Franchisee will provide service within 24 hours of receiving notice of its failure to provide service.

12.4 Customer Education. All notices to customers called for in this Agreement shall be in English, Spanish, and Chinese (Mandarin and Cantonese). Franchisee shall provide education to its Customers as set forth herein and as set for on Exhibit __.

SECTION 13. OWNERSHIP OF SOLID WASTE AND RECYCLABLES.

Ownership and the right to possession of Solid Waste, Green Waste and Recyclable Material placed in containers or bundles for collection at curbside transfer directly from the residents/Customers to Franchisee, by operation of law. Public Resources Code § 41950(c). Franchisee's arrangements with its customers will provide that, subject to the right of the customer to claim lost property, title and the right to possession, and liability for Recyclables and all Solid Waste, whether or not recyclable, which is set out for collection on the regularly scheduled collection day shall pass to Franchisee at the time it is set out. Subject to the provisions of this Agreement, Franchisee shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse or recyclables which it collects. Refuse which is disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station or Materials Recovery Facility) shall become the property of the owner or operator of the disposal site or sites once deposited there by Franchisee. At no time does the City obtain any right of ownership or possession of Green Waste, Solid Waste, Recyclable Material or any type of Garbage or Hazardous Waste or waste whatsoever, placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights.

SECTION 14. Intentionally Omitted

SECTION 15. RATES AND BILLING.

15.1 Rates. The rates for all Solid Waste collection, transportation, recycling and disposal services are set forth in Exhibit "2" to this Agreement and include all costs necessary for Franchisee to accomplish its responsibilities under this Agreement, including but not limited to AB 939 compliance and meeting waste diversion requirements. These rates shall be adjusted annually, unless otherwise precluded by this Agreement, on September 1 (beginning September 1, 2018) by the June-to-June change in the Consumer Price Index (CPI) for all urban consumers in the Los Angeles-Riverside-Orange County region, as published by the U.S. Bureau of Labor Statistics..

15.2 Billing and Payment.

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15.2.1 Billing by City. City shall be responsible for billing customers for the services provided by this Franchise, except temporary Cart or Bin services as set forth in Section 7.12 of this Agreement. Bills to Residential Unit Customers shall be itemized, showing charges for all classifications of service. Billings shall be mailed out by the City monthly, in advance for all Residential Unit Customers. The Utility Billings shall include in any applicable fees imposed by the action of the City Council, including but not limited to AB 939 Fees and Franchise Fees. All payments for Utility Billings shall be collected by the City.

15.2.2 Payment by City to Franchisee. The City shall pay to Franchisee total Gross Revenues collected by the City for any given month, less the applicable Franchise Fees and AB 939 Fees as defined in this Agreement. Monthly payments shall be made by City to Franchisee between the 20th and 28th day of each calendar month for the previous month's collections. Franchisee shall pay to City the AB 939 Fees and Franchisee fees from all revenues received for its Temporary Collection for Bin Service described in Section 7.12 within 30 days of Franchisee's collection of such fees.

15.2.3 Accounting for Services Provides. Prior to June 1, 2017, Franchisee and City shall meet for the purpose of developing a common list of all Residential Units to be served by Franchisee and the service level to be provided to each. Franchisee and City shall also develop a method by which Franchisee shall account for and report the number and type of services provided each month. City shall specify the frequency by which Franchisee shall report the number and type of services provided.

15.3 Delinquent Accounts. Franchisee may discontinue service as set forth in this section. Customers who have not remitted required payments within 45 days after the date of billing shall be notified in writing by City. The notification shall contain a statement that services may be discontinued 15 days from the date of notice if payment is not made before that time. The City shall notify Franchisee when such 15 days has expired and direct the Franchisee to terminate service. Upon City's receipt of the delinquent payment, Franchisee shall resume collection on the next regularly scheduled collection day. Franchisee may assess a reinstatement fee of $15.00 for any service recipient whose service is temporarily disconnected for non-payment.

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SECTION 16. FRANCHISEE'S BOOKS AND RECORDS; AUDITS.

Franchisee shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, maps, disposal and collection 939 records, and customer complaints, for the full term of this Agreement, and an additional period of not less than three (3) years, or any longer period required by law. The City shall have the right, upon five (5) business days' advance notice, to inspect all records relating to this Agreement, including, but not limited to, billing records, customer lists, maps, disposal and collection records, and customer complaints. Such records shall be made available to City at Franchisee's regular place of business, but in no event outside the County of Los Angeles.

SECTION 17. AB 939 REPORTING AND CONSTRUCTION WASTE IMPLEMENTATION REQUIREMENTS

17.1 Franchisee shall cooperate with City in Solid Waste and Green Waste disposal characterization studies and waste stream audits and shall implement measures adequate to achieve the City's source reduction, recycling and waste stream diversion goals for the Solid Waste stream covered by this Agreement. The City has established and maintained a Source Reduction and Recycling Element pursuant to Chapter 2 (commencing with Section 41000) of Part 2, Chapter 3 (commencing with Section 41300) of Part 2, or Section 41750. 1, as the case may be, that has been approved by the California Integrated Waste Management Board. During the period during which collection services are provided pursuant to this Agreement, Franchisee at Franchisee's sole expense, shall submit to City information and reports necessary for City to meet its reporting obligations imposed by AB 939, AB 341 and AB 1826, and the regulations implementing AB 939 AB 341 and AB 1826. Franchisee agrees to submit such reports and information on computer discs, or by electronic transmission, in a format compatible with City's computers, at no additional charge, if requested by City. The reports include but are not limited to:

17.1.1 Monthly reports showing the weights of Solid Waste, Recyclable Materials, and Green Waste collected in the City, and recycled, processed, composted, transformed and disposed by Franchisee. These reports shall be in a form and method specified by the City;

17.1.2 Monthly reports that identify the name of each facility utilized by Franchisee and the weight of Solid Waste, Recyclable Materials and Green Waste taken to each facility by Franchisee. It shall be the responsibility of Franchisee to demonstrate to the satisfaction of the City, that the weights reported by Franchisee are true and accurate, and represent weights of Solid Waste, Recyclable Materials, and Green Waste actually collected in the City by Franchisee. All information reported to the City is subject to audit and verification by the City;

17.1.3 Solid disposal weights reported to the City by Franchisee shall be the same as those identified as being from the City and reported by Franchisee to the operators of facilities utilized by Franchisee, Los Angeles County, and the State of California Disposal Reporting System; and,

17.1.4 Franchisee shall assist the City with enforcement of its mandatory commercial recycling ordinance, as applicable, by annually providing the City with a list of Franchisee's Customers which identifies the volume of Solid Waste (as measured in cubic yards of Bin and Cart capacity at the customer's location multiplied by the frequency of weekly collection) collected each week, the type of recycling program(s) provided to each Customer, and an identification of any customers covered by the City's ordinance that are not participating in the Franchisee's recycling program. Franchisee shall also assist the City with implementation of its organic waste recycling program (AB 1826) and provide City with the reports and information required to meet the State of California requirements related to the status and results of the City's organics waste recycling program.

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17.1.5 Franchisee shall provide the City with a Waste Disposal and Diversion Plan as described in Section 3 of this Agreement by June 1, 2017, an update of this plan on each anniversary of the Effective Date of this Agreement throughout the Term of this Agreement. This Plan shall identify the arrangements Franchise has made for the secure and cost-effective disposal of Solid Waste, Recyclable Materials and Green Waste for the remainder of the term of this Agreement and include a description of the Franchisee's plans for satisfying the waste diversion requirements of this Agreements. City shall provide Franchisee with a template for use in preparing this plan which shall specify the minimum acceptable standards for this plan

17.1.6. When requested by City, Franchisee shall furnish the City or its representatives with full access to its transfer, processing, composting, maintenance and disposal facilities for purposes of determining compliance with requirements of this Agreement.

17.2 This Agreement is part of City's efforts to comply with the provisions of the California Integrated Waste Management Act of 1989, (AB 939), AB 341 and AB 1826, as such from time to time may be amended and as implemented by the regulations of the California Department of Conservation and Recycling ("Regulations"), as they from time to time may be amended, and the City's Source Reduction and Recycling Element, as such may be amended from time to time.

17.3 Franchisee shall maintain at all times a diversion rate of 50% (fifty percent) for Solid Waste collected. This diversion rate is a performance standard and an AB 939 compliance requirement with respect to the services provided under this Agreement. Exhibit 12 sets forth how the 50% diversion rate shall be calculated and reported.

17.3.1 Franchisee acknowledges that to meet such diversion rate it cannot rely upon waste materials collected and/or diverted from Residential Units not located in the City and cannot rely on demonstrating a "good faith effort" to satisfy this diversion rate. Franchisee also acknowledges and represents that it is solely responsible for achieving such diversion rate.

17.3.2 If Franchisee utilizes the services of a material recovery facility, composting facility, or other processing facility to divert or recycle Solid Waste, Recyclable Materials, or Green Waste received from other jurisdictions, Franchisee shall base its calculation of the quantities diverted from disposal at these facilities that is reported to the City, on the characteristics of the Solid Waste, Recyclable Materials, or Green Waste collected in the City. To satisfy this requirement, it may be necessary for Franchisee to conduct periodic characterization studies of the Solid Waste, Recyclable Materials and Green Waste collected in the City by the Franchisee. City shall determine if and when such studies are to be conducted. The method by which these studies are to be conducted shall be subject to approval by the Administrator.

17.3.3 Upon request by the Administrator, Franchisee shall provide details of the methods and calculations Franchisee uses to determine the quantities of Solid Waste, Recyclable Materials and/or Green Waste Franchisee reported to City as being diverted from disposal.

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Franchisee shall provide this information within ten (10) days of being requested to do so by the Administrator.

17.3.4 No more than 10 percent (10%) of the Solid Waste, Recyclable Materials, and Green Waste collected by Franchisee in any month shall be diverted to a transformation or biomass conversion facility and reported as waste diversion to the City, Los Angeles County or the State of California Disposal Reporting System.

17.3.5 Green Waste collected in the City by Franchisee and used as alternative daily cover or alternative intermediate cover at a landfill shall not be reported as waste diversion to the City, County of Los Angeles or the State of California Disposal Reporting System.

17.4 To the extent the City receives AB 939 credit for any other diversion within the City, such diversion can, with the City's consent which may be withheld by the City in its sole and absolute discretion, be used by Franchisee to achieve AB 939 compliance and the above performance standards. However, such cannot be relied upon by Franchisee for purposes of achieving AB 939 compliance or the performance standards. Any failure to attain AB 939 compliance or meet the 50% diversion performance standard shall be a material breach of this Agreement and shall be subject to termination and/or liquidated damages pursuant to SECTION 24 of this Agreement. Additionally, any such breach shall result in Franchisee being liable for any and all damages resulting from such breach.

17.5 Franchisee shall cause sixty-five percent (65%) of Construction and Demolition Waste to be Recycled and shall maintain all records necessary for purposes of reporting and auditing this activity. Any failure to Recycle such shall be deemed a material breach of this Agreement.

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SECTION 18. REPORTS AND ADVERSE INFORMATION.

18.1 Activities Report. Within 90 days after the close of Franchisee's fiscal year, Franchisee shall submit a written report, in a form approved by the City, including, but not limited to, the following information:

18.1.1 A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of service;

18.1.2 A list of Franchisee's officers and members of its board of directors;

18.2 Financial Reports. A copy of each of Franchisee's annual and other periodic public financial reports and those of its parent, subsidiary and affiliated corporation and other entities, as the City requests, shall be submitted to the City within five (5) days after receipt of City's request.

18.3 Pleadings and Complaints. Franchisee shall submit to City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by

Franchisee to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other government bodies relating specifically to Franchisee's performance of services pursuant to this Agreement. Any data which Franchisee seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Franchisee with the basis for such claim of exclusion clearly specified. In the event City receives a request under the Public Records Act, or by subpoena, the City shall notify Franchisee to permit Franchisee to object to the release of the information requested or subpoenaed, and to file an action, at Franchisee's expense, in an appropriate court to prevent the release of the record.

18.4 Agency Information. Franchisee shall provide City two copies (one to the Administrator, one to the City Attorney) of all reports, or other material adversely reflecting on Franchisee performance under this Agreement, submitted by Franchisee to, or received by Franchisee from, the United States or California Environmental Protection Agency, the California Integrated Waste Management Board, the Securities and Exchange Commission or any other federal, state or county agency. Copies shall be submitted to City simultaneously with Franchisee of, or within three business days of Franchisee's receipt of, such matters with or from said agencies. Franchisee's routine correspondence with said agencies need not be automatically submitted to City, but shall be made available to City upon written request.

18.5 Other Information and Reports. Franchisee at no additional expense to City, shall submit to the City such other information or reports in such forms and at such times as the City may reasonably request or require, including, but not limited to the following:

18.5.1 Opacity Report. By August 31, 2017, and annually thereafter, Franchisee must submit copies of tests verifying that each fleet vehicle has passed the California Heavy Duty Vehicle Inspection Program.

18.5.2 Submittal of Reports. Reports shall be submitted to:

Administrator
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

18.5.3 Monitoring. Franchisee shall provide the City or it representatives and auditors with access to Franchisee's billing records and customer lists and files and will make available to the City or its billing agents, a computerized data base accessible to the City at all times via the internet, of a complete file of Customers, address, property owners, and account classifications. Franchisee will also have to receive and process file transfers or corrections from the City or its billing agent.

18.5.3.1 The City believes that cooperation between Franchisee and the City is critical to the success of this program. City reserves the right to request additional information not specified above on an as needed basis, to review records at Franchisee's facility on demand and to conduct audits.

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18.5.3.2 Franchisee will allow a City Representative to ride with either the Recycling or Garbage vehicles on any route or routes. The City will inform Franchisee at least one (1) working day prior to date(s) of such route monitoring.

18.5.4 Accounting Records. Franchisee shall locally maintain current, accurate and complete financial records on the accrual basis of accounting relating to Agreement operations, including original ledgers, journals, accounts, and records in which are recorded entries reflecting its activities hereunder, as well as supporting documents such as bank statements, cancelled checks, bank account reconciliations, tax returns, contracts, employee files, time records, invoices, and receipts. All accounts shall be maintained in accordance with Generally Accepted Accounting Principles.

18.5.5 Access to Records. Notwithstanding anything to the contrary herein, the City shall have the right, at Franchisee's cost and expense (including compensation paid to City employees or City consultants) during normal business hours, and upon reasonable notice, to inspect all financial records pertaining to any City contract related account and any other records of Franchisee reasonably and directly necessary for City administration of its right of review, approval or enforcement by this Agreement.

18.5.6 Inspection and Audit Rights. In addition to the foregoing, City shall have the right, for a period of three years following the delivery of an Auditor's report and financial statements, at Frranchisee's cost and expense (but excluding compensation paid to City employees or City consultants), during normal business hours and upon reasonable notice, to inspect for the purpose of audit all financial and other records of Franchisee concerning its operation pursuant to this Agreement.

18.6 Costs. All reports and records required to be submitted by Franchisee to City under this Agreement shall be furnished at no expense to City or Customers.

18.7 Failure to Report. The willful refusal or failure of Franchisee to file any of the reports required, or to provide required information to City, or the inclusion of any false or misleading statement or representation by Franchisee in such report shall be deemed a material breach of this Agreement, and shall subject Franchisee to all remedies, legal or equitable, which are available to the City under this Agreement or otherwise.

18.8 Exhibit 11 sets forth, unless otherwise set forth in this Agreement, dates by which information is to be submitted to the City.

SECTION 19. ANNUAL REVIEW OF PERFORMANCE AND QUALITY OF SERVICE.

19.1 At City's sole option, within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, City may hold a public hearing at which Franchisee shall be present and shall participate, to review Franchisee's performance and quality of service. The reports required by this Agreement regarding diversion rates and customer complaints shall be utilized as the basis for review. In

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addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.

19.2 Within thirty (30) days after the conclusion of the public hearing, City shall issue a report with respect to the adequacy of performance and quality of service. If any noncompliance with the Agreement is found, City may direct Franchisee to correct the inadequacies in accordance with Section 24, below.

SECTION 20. SYSTEM AND SERVICES REVIEW.

20.1 To provide for technological, economic and regulatory changes in refuse collection and recycling, to promote competition in the refuse and recycling industry and to achieve a continuing, advanced refuse collection and recycling system, the following System and Services Review procedures are established:

20.2 At City's sole option, City may hold a public hearing on or about the first anniversary date of the Agreement at which it reviews collection and recycling systems and services. Subsequent System and Services Review hearings may be scheduled by City each year thereafter. It is City's intent to conduct any System and Services Review concurrently with any Annual Review of Performance and Quality of Service as provided for in Section 18, above.

20.3 Sixty (60) days after receiving notice from the City, Franchisee shall submit a report to City indicating the following:

20.3.1 All refuse collection, green waste and recycling services reported in refuse collection and recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are not provided by Franchisee to City; and

20.3.2 Changes recommended to improve the City's diversion rate; and

20.3.3 Any specific plans for provision of such new services by Franchisee, or a justification indicating why Franchisee believes that such services are not feasible for the franchise area.

20.4 Topics for discussion and review at the System and Services Review hearing shall include, but shall not be limited to, services provided, customer complaints, rights of privacy, amendments to the Agreement, developments in the law, and new initiatives for meeting or exceeding AB 939's goals and regulatory constraints.

20.5 City and Franchisee may each select additional topics for discussion at any System and Services Review hearing.

20.6 Not later than sixty (60) days after the conclusion of each System and Services Review hearing, Franchisee shall issue a report. The report shall address services not being provided to City that are considered technically and economically feasible by City. City may require Franchisee to provide such services within a reasonable time.

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SECTION 21. INDEMNIFICATION AND INSURANCE.

21.1 Indemnification of City. Franchisee, upon demand of the City, made by and through the City, shall protect, defend, indemnify and hold harmless City, its elected officials, officers, employees, volunteers and agents from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments, including City's or any prevailing party other than the City, attorneys' fees and costs, (collectively, "Claims") arising out of or resulting in any way from the awarding or execution of or Franchisee's exercise of the Franchise granted by this Agreement, including the provision of services under this Agreement, unless such Claim is due to the sole negligence or willful acts of the City, its elected officials, officers, employees, agents or contractors. This provision 21.1 et. seq., shall survive the expiration of this Agreement. The duty of Franchisee to protect, defend, indemnify and hold the City harmless pursuant to this SECTION shall include, but shall not be limited to, the following:

21.1.1 Claims by government agencies or other third parties, whether judicial, administrative or otherwise, including, but not limited to Claims over the definitions of "Solid Waste" or "Recyclable Material" or "Green Waste" or the limits of City's authority with respect to the grant of Licenses, or Agreements(including this Agreement), exclusive or otherwise, asserting Claims under the Dormant Commerce Clause, anti-tug laws or any other federal or state law, including, but not limited to Proposition 218.

21.1.2 Environmental Indemnification. Claims arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste in any Solid Waste or Recyclable Material or Green Waste collected by Franchisee pursuant to this Residential Agreement which is or has been transported, transferred, processed, stored, disposed of which has otherwise come to be located by Franchisee or its activities pursuant to this Agreement result in a release of a Hazardous Waste into the environment.

21.1.3 With respect to Solid Waste Recyclable Waste or Green Waste collected by Franchisee pursuant to this Residential Agreement which has been disposed of at places not owned or operated by Franchisee, Franchisee (1) shall protect, defend, indemnify and hold the City harmless, as provided above, or (2) at the City's sole discretion, cause the owner or operator of the alternate facility to deliver a Hazardous Substances Indemnification in a form satisfactory to City, or (3) provide any combination of indemnification by the alternate facility and Franchisee satisfactory to City.

21.1.4 This SECTION is intended to operate as an Agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. § 9607(e), and California Health and Safety Code § 25364, to defend, protect, hold harmless and indemnify from all forms of liability under CERCLA, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. or other similar federal, state or local law or regulation for any and all matters addressed in this SECTION 17A.

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21.1.5 AB 939. In addition to the other requirements set forth in this Agreement, Franchisee agrees to implement all requirements of the City's Source Reduction and Recycling Element and to develop new requirements, as needed, in order to cause the City to be in compliance with AB 939. Franchisee agrees to the fullest extent permissible by law to protect, defend, indemnify and hold City harmless against a Claims by the California Integrated Waste Management Board in the event the diversion, source reduction and recycling goals of AB 939 are not met by the City of Monterey Park with respect to the waste stream covered by this Agreement, City's Source Reduction and Recycling Element is determined to be deficient or Franchisee's delays in providing information prevent City from submitting reports required by AB 939 in a timely manner.

21.2 Insurance.

21.2.1 Insurance Requirements. Franchisee shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Franchisee, its agents, representatives or employees. The following insurance requirements shall survive the termination of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. Franchisee shall provide the following scope and limits of insurance:

21.2.1.1 Minimum Scope of Insurance. Coverage shall be issued by an insurer with a Best A.- VII-rated company which is California-admitted, and shall be at least as broad as:

21.2.1.1.1 Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 000 1);

21.2.1.1.2 Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code I "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City, and

21.2.1.1.3 Workers' Compensation insurance as required by the Labor Code of State of California and Employees Liability insurance and covering all persons providing services on behalf of the Franchisee and all risks to such persons under this Agreement.

21.2.1.1.4 Pollution Liability Insurance

21.2.1.2 Minimum Limits of Insurance. Franchisee shall maintain limits of insurance no less than:

21.2.1.2.1 General Liability: $10,000,000 aggregate and $10,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used,

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either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit;

21.2.1.1.2.2 Automobile Liability: $10,000,000 per accident for bodily injury and property damage; and

21.2.1.1.2.3 Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

21.2.1.1.2.4 Pollution Liability Insurance: $4,000,000 per occurrence.

21.2.2 Other Insurance Provisions. Insurance policies required by this Agreement shall contain the following provisions:

21.2.2.1 All Policies. Each insurance policy shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

21.2.2.2 General Liability and Automobile Liability Coverages and Pollution Liability Insurance.

21.2.2.2.1 City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Franchisee performs, products and completed operations of Franchisee; premises owned, occupied or used by Franchisee, or automobiles owned, leased or hired or borrowed by Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to City its officers, officials, or employees.

21.2.2.2.2 Franchisee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of and not contribute with, Franchisee's insurance.

21.2.2.2.3 Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

21.2.2.2.4 Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

21.2.2.3 Workers' Compensation and Employer's Liability Coverage. Unless the Administrator otherwise agrees in writing, the insurer shall agree to waive

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all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Franchisee for City.

21.2.3 Other Insurance Requirements. Franchisee agrees to deposit with City, at or before the effective date of this Residential Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Franchisee furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

21.2.3.1 Franchisee shall furnish certificates and endorsements from each subcontractor which physically performs work in City identical to those Franchisee provides.

21.2.3.2 Any deductibles or self-insured retentions must be declared to and approved by City in its reasonable judgement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Franchisee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

21.2.3.3 The procuring of such required policy or policies of insurance shall not be construed to limit Franchisee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

SECTION 22. BOND.

22.1 Contemporaneously with the execution of this Agreement, Franchisee shall deposit a cash or performance bond in the sum of Ten Thousand Dollars ($10,000.00) in an interest bearing account. The bond shall be on terms acceptable to the City Attorney. The bond shall serve as security for the faithful performance by Franchisee of all the provisions and obligations of this Agreement. All interest shall be paid to Franchisee.

22.2 Upon Franchisee's failure to pay the City an amount owing under this Agreement, the bond may be assessed by the City, for purposes including, but not limited to:

22.2.1 Failure of Franchisee to pay the City sums due under the terms of the Agreement;

22.2.1.1 Reimbursement of costs borne by the City to correct Agreement violations not corrected by Franchisee, after due notice; and

22.2.1.2 Monetary remedies or damages assessed against Franchisee due to breach of this Agreement;

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22.2.2 Franchisee shall deposit a sum or money sufficient to restore the bond to the original amount within thirty (30) days after notice from the City that any amount has been withdrawn from the bond. The amount of the bond shall be adjusted annually by the annual percentage December-to-December change in the Consumer Price Index for all Urban Customers (National CPI-U).

SECTION 23. RIGHTS OF CITY TO PERFORM DURING EMERGENCY.

23.1 Should Franchisee, for any reason whatsoever, refuse or be unable for a period of more than seventy-two (72) hours but less than thirty (30) days, to collect, transport and dispose of any or all the Solid Waste, Green Waste and Recyclables which it is obligated under this Agreement to collect, transport and dispose of, then in such event City shall have the right, upon twenty-four (24) hour prior written notice to Franchisee, during the period of such non-performance/emergency, to temporarily take possession of any or all equipment and facilities of Franchisee previously used in the collection, transportation and disposal of Solid Waste under this Agreement, and to use such equipment and facilities to collect and transport any or all Solid Waste which Franchisee would otherwise be obligated to collect and transport pursuant to this Agreement. Franchisee agrees that in such event it will fully cooperate with City to effect such a transfer of possession for City's use.

23.2 Franchisee agrees that, in such event, City may take temporary possession of and use of said equipment and facilities without paying Franchisee any rental or other charge, provided that City agrees that, in such event, it assumes complete responsibility for the proper and normal use of such equipment and facilities. City agrees that it shall immediately relinquish possession of all of the above-mentioned property to Franchisee upon receipt of written notice from Franchisee to the effect that it is able to resume its normal responsibilities under this Agreement.

SECTION 24. IMPOSITION OF DAMAGES; TERMINATION.

24.1 If City's Administrator determines that Franchisee's performance pursuant to this Agreement may not be in conformity with reasonable industry standards which are obtained in similar cities in Southern California, the provisions of this Agreement, the California Integrated Waste Management Act, including, but not limited to, requirements for diversion, source reduction and recycling (as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of Hazardous Waste, the Administrator may advise Franchisee in writing of such suspected deficiencies. The Administrator may, in such written instrument, set a reasonable time within which Franchisee is to respond and, if Franchisee agrees with the report of suspected deficiencies to correct the deficiencies. Unless otherwise specified, a reasonable time for response and correction of deficiencies shall be thirty (30) days from the receipt by Franchisee of such written notice. The Administrator shall review Franchisee's response and resolve the matter or refer notify Franchisee of the Administrator's decision in writing. A decision or order of the Administrator shall be final and binding on Franchisee if Franchisee fails to file a "Notice of Appeal" with the City Clerk within 30 days of receipt of the decision or order of the Administrator or the Administrator.

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24.2 If a matter is appealed to the City Council, the City Clerk shall set the matter for hearing. The City Clerk shall give Franchisee fourteen (14) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the Administrator indicating the deficiencies, and shall give Franchisee, or its representatives and any other interested person, a reasonable opportunity to be heard.

24.3 Based on the evidence presented at the hearing and the report of the Administrator, the City Council shall determine by resolution whether the decision or order of the Administrator should be upheld. A tie vote of the City Council shall be regarded as upholding the action of the Administrator or Administrator. If, based upon the record, the City Council determines that the performance of Franchisee is in breach of any material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its sole discretion, may order Franchisee to take remedial actions to cure the breach, terminate forthwith the Agreement or impose liquidated damages, as defined below. The decision of the City Council shall be final and conclusive. Franchisee's performance under the Agreement is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.

24.4 This right of termination or to impose liquidated damages is in addition to any other rights of City upon a failure of Franchisee to perform its obligations under this Agreement. Liquidation damages may be enforced to maximum extent provided by law, to the extent there is any inconsistency between the liquidated damages provisions in this Agreement and other provisions in this Agreement, the other provisions in this Agreement shall control.

24.5 The City further reserves the right to terminate the Agreement or impose liquidated damages in the event of any of the following:

24.5.1 If Franchisee practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any misrepresentations in the negotiations which preceded the execution of this Agreement;

24.5.2 If Franchisee has been found guilty of felonious conduct, illegal transport or disposal of Hazardous Materials, or bribery of public officials;

24.5.3 If Franchisee becomes insolvent, unable or unwilling to pay its debts, upon appointment of a receiver to take possession of all or substantially all of the assets of Franchisee, or upon a general assignment by Franchisee for the benefit of creditors, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding;

24.5.4 If Franchisee fails to provide or maintain in full force and effect, the workers compensation, liability and indemnification coverages or cash bond as required by the Agreement;

24.5.5 If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee relative to this Agreement, provided that Franchisee may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which

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case no breach of the Agreement shall be deemed to have occurred until a final decision adverse to Franchisee is entered;

24.5.6 If Franchisee ceases to provide collection service as required under this Agreement over all or a substantial portion of its Franchise Area for a period of thirty (30) days or more, for any reason within the control of Franchisee;

24.5.7 If Franchisee willfully fails to make any payments required under the Agreement and/or refuses to provide City with required information, reports and/or test results in a timely manner as provided in the Agreement;

24.5.8 Any other act or omission by Franchisee which materially violates the terms, conditions or requirements of the Agreement and which is not corrected or remedied within the time set in the written notice of the violation or, if Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notice, if Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

24.6 Liquidated Damages.

24.6.1 The City finds, and Franchisee agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by the City as a result of a material breach by Franchisee of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

24.6.2 Accordingly, the Administrator may, in the Administrator's discretion, assess liquidated damages not to exceed the sum of Seven Hundred Fifty Dollars ($750.00) per day for the specific failures identified therein, for each calendar day that service is not provided by Franchisee in accordance with this Agreement, or in the amounts identified in Exhibit 5. In addition, the City Council may order the assessment against the cash bond required by SECTION 22, above, the termination of the Agreement, or both.

24.6.3 The City finds, and Franchisee acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the

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circumstances. Said liquidated damages sums shall be applicable to each calendar day of delay during which Franchisee has been found by the Administrator to be in breach of this Agreement. Franchisee shall pay any liquidated damages assessed by the City Council within ten (10) working days after they are assessed. If they are not paid within the ten working day period, the City may withdraw them from the cash bond required by SECTION 21, above, and, in addition to any other remedies, order the termination of the Franchise granted by this Agreement.

_____	_____	**(INITIAL)**
CITY	FRANCHISEE	

SECTION 25. CITY'S ADDITIONAL REMEDIES.

25.1 In addition to the remedies set forth above in Section 24 and elsewhere in this Agreement, City shall have the following rights, even in the event the Agreement is otherwise terminated:

25.2 In the event the Franchisee fails to provide the services required to be performed hereunder for 30 days or more, the City shall have the right, at no charge to the City, to use equipment from Franchisee for purpose of collecting, transporting and disposing of Solid Waste which Franchisee is obligated to collect, transport and dispose of pursuant to this Agreement, for a period not to exceed nine (9) months. In the case of equipment not owned by Franchisee, Franchisee shall assign to City, to the extent Franchisee is permitted to do so under the instruments pursuant to which Franchisee possesses such equipment, the right to possess the equipment. Consistent with this provision, Franchisee agrees to use its best efforts to obtain in the instruments pursuant to which Franchisee possesses such equipment, provisions which authorize City to possess such equipment pursuant to this provision. If City exercises its rights under this Section, City shall pay to Franchisee the reasonable rental value of the rental equipment so taken for the period of City's possession thereof;

25.3 The right to license others to perform the services otherwise to be performed by Franchisee hereunder, or to perform such services itself, including using the equipment under either event as provided in 25.2; and

25.4 The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Franchisee, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to enforce the provisions of this Agreement and to enjoin the breach thereof.

25.5 To require that the Franchisee continue to provide the services set forth in this Agreement for the lessor of nine months or the time it reasonably takes for the City to replace the Franchisee.

SECTION 26. Proposition 218

The fees imposed pursuant to Exhibit 2 plus the AB 939 and Franchise Fees are subject to Proposition 218. The City currently has the authority under a Proposition 218 procedure that it previously undertook to charge no more than the amounts set forth on Exhibit 8. To the extent

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the fees proposed by Franchisee plus the AB 939 and Franchise Fees will exceed this amount either prior to commencement of this Franchisee or during the term of this Agreement, the City shall undertake a Proposition 218 process to determine whether the Franchisee will be allowed to charge its proposed rates. Even if the customers do not have a majority protest of the proposed fees as part of the Proposition 218 process, the Council cannot and does not warrant or represent that it will approve the proposed fees. In the event that proposed fees are in excess of what Proposition 218 allows, and a new Proposition 218 process does not allow for the imposition of the proposed fees, the Franchisee may either (i) continue to provide services at the highest rate allowed by Proposition 218, or (ii) give the City nine (9) months' notice of intention to terminate this Franchise and charge the highest rate allowed by Proposition 218 until the Franchise is terminated. Franchisee agrees to pay for all of the City's costs and fees incurred for administering a Proposition 218 process.

SECTION 27. FRANCHISE TRANSFERABLE; CITY CONSENT REQUIRED.

27.1 The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Franchisee or by operations of law, without the prior written consent of the City expressed by resolution to the extent such is permitted under the PHMC. For purposes of this Agreement, any dissolution, merger, consolidation or other reorganization of Franchisee, or the sale or other transfer of an accumulative twenty-five percent (25%) or more of the voting stock or ownership interest of Franchisee shall be deemed an assignment of this Agreement. A change in corporate name only shall not be deemed to be a transfer of the Franchise. Any attempt by Franchisee to assign this franchise without the consent of City shall be void.

27.2 If Franchisee attempts to transfer the franchise prior to obtaining City consent, all of the profits or twenty-five percent (25%) of the Gross Revenues, from the date of attempted transfer until the date of City consent, whichever is greater, shall be returned to the customers, on a pro rata basis.

27.3 The City shall not unreasonably withhold its consent to a transfer of the franchise granted by this Agreement. The City's decision as whether to consent or not shall be based upon the financial strength of the transferee (being at least as strong as the Franchisee's), the history of the transferee in providing services to residential customers of the size and type found in the City, proof that the transferee conducts its services in accordance with sounds waste management practices in compliance with all applicable laws, transferee providing City with copies of all litigation, fines and censures and the City determining that such were resolved in an acceptable manner, that transferee has not had any relevant criminal convictions, and any other information required by City for determining the Transferee has the ability to perform the services required under this Agreement. The City may impose reasonable conditions of approval on a transfer, including, but not limited to conditions requiring the payment of a transfer fee to the City.

27.4 Any change in control of Franchisee occurring without prior City approval shall constitute a material breach of this Agreement.

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SECTION 28. FRANCHISE TRANSFER; FEES

28.1 Any application for a franchise transfer shall be made in a manner prescribed by the Administrator. The application shall include a transfer fee equal to the amount to cover the cost of all direct and indirect administrative expenses including consultants and attorneys, necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses. The applicant shall pay such bills within thirty (30) days of receipt.

28.2 These franchise transfer fees are over and above any administrative fees specified in this Agreement.

SECTION 29. GENERAL PROVISIONS

29.1 Force Majeure. Franchisee shall not be in default under this Agreement in the event that the collection, transportation and/or disposal services of Franchisee are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Monterey Park; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; or other catastrophic events which are beyond the reasonable control of Franchisee. "Other catastrophic events" does not include the financial inability of Franchisee to perform or failure of Franchisee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public agency where such failure occurs despite the exercise of reasonable diligence by Franchisee.

29.2 Independent Contractor. Franchisee is an independent contractor and not an officer, agent, servant or employee of City. Franchisee is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Franchisee. Neither Franchisee nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

29.3 Pavement Damage. Normal wear and tear on City streets resulting from general vehicular traffic excepted, Franchisee shall be responsible for damage to City's driving surfaces, whether or not paved, resulting from the operation of Franchisee vehicles providing refuse and recyclables collection services within the City.

29.4 Property Damage. Any physical damage caused by the negligent or willful acts or omissions of employees of Franchisee to public property shall be repaired or replaced by Franchisee, at Franchisee's sole expense. Except as provided in Section 20, this Agreement does not purport to affect, in any way, Franchisee's civil liability to any third parties.

29.5 Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles Superior Court. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

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29.6 Fees and Gratuities. Franchisee shall not, nor shall it permit any officer, agent or employee, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of refuse otherwise required to be collected under this Agreement.

29.7 AB 939; Amendments. This Agreement is part of City's efforts to comply with the provisions of the California Integrated Waste Management Act of 1989, ("AB 939"), AB 341 and AB1826 as they from time to time may be amended and as implemented by the regulations of the California Department of Conservation and Recycling ("Regulations"), as they from time to time may be amended, and the City's Source Reduction and Recycling Element, as it may be amended from time to time. In the event that AB 939, AB 341, AB 1826 or other applicable local, state or federal laws or regulations related to the activities and obligations to be undertaken as part of this Agreement are enacted after this Agreement has been executed, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be deemed modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise provided in this Agreement, no other amendment of this Agreement shall be valid unless in writing duly executed by the parties. Franchisee waives any right or claim to serve Residential Units in the City as its boundaries exist as of the date of execution of, this Agreement, or as they may be expanded by annexation during the term covered by this Agreement, under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

29.8 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

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To City: Administrator
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Copy to: Administrator/Integrated
Waste Management Coordinator
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

To Franchisee:

FRANCHISEE

_____

_____, California _____

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

29.9 Savings Clause and Entirety. If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

29.10 Exhibits Incorporated. Exhibits 1 through 12 are attached. These Exhibits are incorporated in this Agreement by reference and to the extent there is any inconsistency between Exhibit 6 and 7 and this Agreement, the terms and provisions of this Agreement shall govern.

SECTION 30. Joint Drafting and Entire Agreement. This Agreement shall be interpreted as being drafted jointly by the parties to this Agreement and words and terms herein shall be ascribed there defined or ordinary meaning and shall not be interpreted against either party hereto based upon any allegation that one of the parties was responsible for the drafting of this Agreement. This Agreement contains the entire understanding between the parties and any prior statement, Agreements or representations are superseded hereby.

SECTION 31. Guaranty. If the Franchisee is a subsidiary of a parent company, the parent company shall execute a guaranty in form attached hereto as Exhibit 9 as a condition precedent to this Agreement becoming effective.

SECTION 32. Public Records. To the extent the City receives a request under the Public Records Act for documents that Franchisee has marked "confidential," Franchisee shall either agree that such records can be produced to the public or bear all costs of defending against the public release of such documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF MONTEREY PARK

By:_____

_____,Mayor

ATTEST:

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_____

_____, City Clerk

APPROVED AS TO FORM:

_____

Mark D. Hensley, City Attorney

FRANCHISEE

By:_____

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ACKNOWLEDGMENT

STATE OF _____,)
) ss
COUNTY OF _____)

On _____ before me _____ personally appeared _____ _____ personally known to me or proved to be the person who executed the within instrument entitled AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND FRANCHISEE on behalf of Franchisee, a California corporation, and acknowledged to me that such execution was pursuant to its bylaws or a resolution of its board of directors.

DATE:

CORPORATE SEAL

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EXHIBIT "A"

FRANCHISE AREA OF THE AGREEMENT

Exhibit "A" is a map of the City of Monterey Park on file with the City Clerk identified as Exhibit "A" to this Agreement. It is incorporated into this Agreement by this reference.

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EXHIBIT 1

FRANCHISE AREA OF THE AGREEMENT

Exhibit 1 is a map of the City of Monterey Park on file with the City Clerk identified as Exhibit 1 to this Agreement. It is incorporated into this Agreement by this reference.

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EXHIBIT 2

INITIAL RATES FOR FRANCHISEE SERVICES

1. These rates shall be in effect for the period of September 1, 2017 to August 31, 2018.

1.1 Residential Cart Service - Mixed Waste and Recyclable Materials

Cart Qty	Cart Size (gal)	Collections Per Week	Monthly Rate Per Customer Served
1	35	1	
1	64	1	
2	64	1	
3	64	1	
4	64	1	
5	64	1	
6	64	1	
7	64	1	
8	64	1	
1	96	1	
2	96	1	
3	96	1	
4	96	1	
5	96	1	
6	96	1	
7	96	1	
8	96	1	
9	96	1	
10	96	1	
13	96	1	
14	96	1	
16	96	1	
Pull-out service			

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1.2 Residential Cart Service - Green Waste and Compostable Food Waste

Cart Qty	Cart Size (gal)	Collections Per Week	Monthly Rate Per Customer Served
1	35	1	
1	64	1	
2	64	1	
3	64	1	
4	64	1	
5	64	1	
6	64	1	
7	64	1	
8	64	1	
1	96	1	
2	96	1	
3	96	1	
4	96	1	
5	96	1	
6	96	1	
7	96	1	
8	96	1	
9	96	1	
10	96	1	
13	96	1	
16	96	1	

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1.3 Residential Bin Service - Mixed Waste and Recyclable Materials

Bin Qty	Bin Size (yd^3)	Collections Per Week	Monthly Rate Per Customer Served
1	2	1	
1	2	2	
1	2	3	
1	3	1	
1	2	4	
1	2	5	
10	2	2	
10	2	3	
10	2	4	
2	2	1	
2	2	2	
2	2	3	
2	3	2	
2	2	4	
2	3	1	
3	2	2	
3	3	2	
4	2	1	
4	2	2	
4	3	2	
5	2	1	
6	2	1	
6	3	2	
4	1	1	

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EXHIBIT 3

CONTAINER SPECIFICATIONS

All containers provided to Customers by Franchisee shall meet these minimum specifications.

Carts: All carts are to be new

1. Colored to differentiate between refuse, recyclable materials, and green waste
2. Wheeled with steel axles treated or plated for rust prevention
3. Hinged lids
4. Handles
5. Ultraviolet light-stabilized plastic construction
6. Sturdy construction which meets ANSI standards
7. 10-year manufacturer's guarantee
8. Labels or stickers on lids: All containers shall include a sticker or label advising customers to not place hazardous materials or universal waste in the containers, and provide a telephone number to call for information on the proper disposal of these items. The stickers or labels shall also indicate that the customer should contact the Franchisee for the repair or replacement of damaged containers and provide the Franchisee's telephone number to call for service. These messages shall be printed in English, Spanish, and Chinese.

Bins: All bins distributed to customers to be clean, newly painted, in good repair, and free of graffiti and tags. Bins provided for temporary or drop-box service do not have to be newly painted, but must be clean, in good repair, and free of graffiti and tags.

1. Steel construction with hinged plastic lids
2. Lid rod to be plated or treated for rust prevention
3. Lock lids available on request
4. Water-tight construction
5. Labels or stickers on lids or top of bin: All containers shall include a sticker or label advising customers to not place hazardous materials, universal waste, or liquids in the containers, and provide a telephone number to call for information on the proper disposal of these items. The stickers or labels shall also indicate that the customer should contact the Franchisee for the repair or replacement of damaged containers and provide the Franchisee's telephone number to call for service. These messages shall be printed in English, Spanish, and Chinese.

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Roll-offs: All roll-offs provided to customers to be clean, in good repair, and free of graffiti and tags.

1. Sturdy steel construction
2. Labels or stickers on top of roll-off: All containers shall include a sticker or label advising customers to not place hazardous materials, universal waste, or liquids in the containers, and provide a telephone number to call for information on the proper disposal of these items. The stickers or labels shall also indicate that the customer should contact the Franchisee for the repair or replacement of damaged containers and provide the Franchisee's telephone number to call for service. These messages shall be printed in English, Spanish, and Chinese.

Service Standards:

1. All Customers receiving cart service shall be initially provided with new carts.
2. When a Customer notifies Franchisee of a broken or damaged container, Franchisee shall replace or repair the container prior to the Customer's next scheduled collection.
3. If a Customer reports that a container has been stolen and Franchise can verify that the container has been stolen and not re-purposed, Franchisee shall provide the Customer with a replacement container prior to the Customer's next scheduled collection.
4. The standard size for carts shall be 95 or 96 gallons. Franchisee shall provide Customers desiring a smaller cart with either a 35 or 64 gallon cart.
5. Customers provided with bin service shall have the option to select one or more 2, 3, or 4 cubic yard bins. When determining the level of service to be provided to a Customer receiving bin service, Franchisee shall present the Customer with the combination of bin size, quantity, and frequency of weekly collection that meets the Customers needs at the lowest possible monthly cost.
6. If a Customer consistently overfills a container such that on collection day refuse is spilling from the container, and the Customer refuses to accept a larger container or an additional container, Franchisee shall bring this situation to the attention of the Administrator. The Administrator shall take measures allowed by the Monterey Park Municipal Code to ensure that the Customer is subscribing to a level of service consistent with its needs.
7. After containers are emptied, they shall be returned to the location from which they were picked up by Franchisee's employees, upright and with lids properly secured. Franchisee's employees shall use reasonable means to insure that containers are not deposited in any driveway, sidewalk, or street other than at the curb.

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PLANNING REQUIREMENTS AND CUSTOMER SERVICE AND EDUCATION

1. Transition Plan

Franchisee shall provide the City with a transition plan no later than May 1, 2017, which shall include, but not be limited to:

1.1 Franchisee's plan for acquiring and providing the vehicles and containers required to provide the services required by this Agreement

1.2 Descriptions or vendor specification sheets for the vehicles and containers that Franchisee will provide

1.3 Copies of the education and informational materials that Franchisee will provide to customers

1.4 Franchisee's Customer list and copies of collection route maps

2. Customer Education and Communication.

Franchisee shall provide all Customers with education and information materials as follows:

2.1 To all Customers during the Pre-service Planning Period described in Section 3 of this Agreement, and to all new customers, written information that describes:

a. Franchisee's services, including how materials are Diverted from Disposal and container sizes available

b. Customer's collection schedule, including when collection will occur when a Customer's collection day falls on a Holiday, and those Holidays that are observed by Franchisee.

c. How refuse and materials are to be prepared and placed in containers and a description of wastes and materials that are not be placed in containers

d. How containers are to be placed and made accessible for collection by Franchisee

e. Proper handling and disposal of hazardous wastes and universal wastes, including identification of local facilities and events that accept these wastes

f. How to contact Franchisee's customer service office, including the telephone number, email address, and times during which customer service personnel are available to respond to customer requests

g. Franchisee's policy for investigating and responding to Customer complaints and requests for service

h. The availability of rollout/backyard service, the fees associated with this service, and the criteria or process for applying for an exemption to these fees

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2.2 Once per quarter throughout the Term of this Agreement, Franchisee shall provide Customers with a newsletter or bill insert, as determined by the Administrator, that describes and discusses:

a. The percent of waste and materials collected from Customers that Franchisee has Diverted from Disposal during the previous six months

b. Upcoming local events for the collection of hazardous and universal waste

c. Planned changes to Franchisee's services, collection schedules, or routes

d. How refuse and materials are to be prepared and placed in containers and a description of wastes and materials that are not be placed in containers

e. Any other issues related to the Franchisee's services that are affected by Customer behavior

2.3 Prior to distributing any materials to Customers, Franchisee shall provide drafts of these materials to the Administrator for review and comment at least thirty (30) days prior distribution of these materials to Customers..

2.4 Franchisee's customer service telephone number and email address is to be identified on all materials distributed to Customers.

2.5 All costs for preparation, printing, and distribution of customer education and information materials is to be at Franchisee's expense, and shall not be billed to or the responsibility of City or Franchisee's Customers.

2.6 All materials distributed to Customers shall be printed in English, Spanish, and Chinese.

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EXHIBIT 5

SCHEDULE OF LIQUIDATED DAMAGES

The following liquidated damages shall apply and be due and payable by Franchisee for breaches of the terms of this Agreement by Franchisee.

	Conditions When Liquidated Damages Apply	Liquidated Damage Amount
1. Franchisee Operations		
1.1	Failure of Franchisee to achieve and maintain a monthly Waste Diversion Rate as described in Section 17.3 and Exhibit 11 of this Agreement.	$5,000 per month for each month that the required Waste Diversion Rate is not achieved or maintained
1.2	Failure to implement the services described in this Agreement	$5,000 per day that the services are not implemented
1.3	Failure to cleanup litter or spills from Franchisee's vehicles as specified in this Agreement	$500 per incident
1.4	Failure to deliver a container to a Customer or make a container exchange requested by a Customer prior to the Customer's next scheduled collection.	$100 per incident
1.5	Failure to repair or replace a damaged or missing container prior to the Customer's next scheduled collection.	$100 per incident
1.6	Failure to respond to a Customer service request within 24 hours or the end of the next business day, whichever is sooner.	$100 per incident
1.7	Failure to notify a Customer of the reason for non-collection.	$100 per incident
1.8	Failure to collect a missed pick-up before the end of the next business day after receiving a notice from Customer	$200 per incident
1.9	Failure to replace containers in their approximate original, upright position after service more than 20 times in any month	$200 per incident greater than 20 per month
1.10	Failure to repair damage caused to private property within 30 days	$500 for each day greater than 30 that the damage is not repaired
1.11	Failure to begin service to a new Customer within 5 business days of receiving Customer request	$200 per incident
1.12	Failure to remove containers from a premises that is no longer receiving service from Franchisee within 3 days of being requested to do so by the City	$500 per day that the containers are not removed after request by the City
1.13	Providing services to Customers that are not authorized by this Agreement	$1,000 per incident

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Conditions When Liquidated Damages Apply	Liquidated Damage Amount
2. Franchisee Vehicles	
2.1. Use of vehicles that are not in compliance with SCAQMD Rule 1193	$5,000 per vehicle per day that such a vehicle is used in the City
2.2 Use of any vehicles in the City that have not been properly registered or inspected	$500 per vehicle per day that such a vehicle is used in the City
2.3 Failure to remove graffiti or tagging from vehicles	$500 per vehicle

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
3. Containers	
3.1 Failure to provide containers that meet the minimum standards specified in this Agreement	$10 per container not meeting the minimum standards
3.2 Failure to place labels or stickers on containers as required by this Agreement	$10 per container
3.3 Failure to provide labels or stickers on containers that contain the information specified in this agreement	$10 per container
3.4 Failure to provide labels or stickers on containers written in English, Spanish, and Chinese	$10 per container
3.5 Failure to remove graffiti or tagging from containers	$25 per incident

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
4. Submittals to the City	
4.1 Failure to provide a monthly report or other required submittal by the due date	$100 per day that the report or submittal is not submitted
4.2 Submittal of false or inaccurate information on a report or form	$1,000 per incident per report
4.3 Failure to provide verification of insurance or copies of inspections or certifications requested by City or required by this Agreement by the due date	$250 per incident
4.4 Failure to provide an acceptable annual update to Franchisee's Waste Disposal and Diversion Plan	$500 per incident

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Conditions When Liquidated Damages Apply	Liquidated Damage Amount
5. Communication With Customers	
5.1 Failure to provide customer service representatives fluent in English, Spanish, and Chinese	$200 per day
5.2 Failure to provide notifications to customers that are written in English, Spanish, and Chinese	$200 per incident
5.3 Failure to provide advance copies of notifications to Customers to the City for review and comment	$500 per incident
5.4 Failure to provide notifications, newsletters, or other Customer education materials required by this Agreement	$1,000 per incident
5.5 Acceptance or demands for gratuities or any other payments from Customers not specifically authorized by this Agreement	$10,000 per incident
5.6 Representing that Franchisee has the exclusive right to provide temporary bin service to Customers	$500 per incident

Payment of any liquidated damages by Franchisee shall not release Franchisee from fulfillment of the terms of this Agreement.

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EXHIBIT 6

CITY REQUEST FOR QUALIFICATIONS AND FRANCHISEE'S STATEMENT OF QUALIFICATIONS

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EXHIBIT 7

CITY REQUEST FOR APPLICATIONS AND FRANCHISEE'S APPLICATION FOR A WASTE COLLECTION AND RECYCLING FRANCHISE

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EXHIBIT 8

PROPOSITION 218 RATES

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EXHIBIT 9

FORM OF GUARANTY

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PARENT COMPANY GUARANTEE

This GUARANTEE AGREEMENT ("Guarantee") is made as of the _____ day of _____, 2016, by _____ ("Guarantor"), for the benefit of the City of Monterey Park ("City"). Guarantor and City are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS City has entered into a Solid Waste Hauling Franchise Agreement (the "Agreement") dated _____, 2016 with _____ ("Contractor") pursuant to which Contractor is obligated to provide residential or commercial solid waste hauling services within the City on the terms and conditions set forth therein.

WHEREAS Guarantor is the parent organization of Contractor;

WHEREAS Guarantor has agreed to guarantee the performance of the Agreement in the manner hereinafter set forth;

WHEREAS this Guarantee is approved by, or is made pursuant to authority granted by, the Board of Directors of Guarantor;

WHEREAS the Board of Directors of Guarantor has determined that this Guarantee directly, or indirectly, benefits Guarantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. In consideration of the City entering into the Agreement with the Contractor, as Guarantor hereby acknowledges, Guarantor hereby unconditionally and irrevocably guarantees to the City:

1.1 The due and punctual performance and observance by the Contractor of all duties, acts, covenants and obligations to be performed or observed by the Contractor under or pursuant to the Agreement; and

1.2 The due and punctual payment by the Contractor of all sums payable under or pursuant to the Agreement to the City as and when the same fall due.

2. In the event Contractor fails to carry out, observe or perform any of the acts, obligations, duties, undertakings, covenants and conditions under the Agreement, Guarantor will

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be liable for and shall indemnify the City against all losses, damages, costs, expenses, whatsoever which the City may incur by reason or as a consequence or any such failure on the part of Contractor.

3. Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:

3.1 Any alteration to the nature of the extent of the services or otherwise to the terms of the Agreement;

3.2 Any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Agreement or any other compromise or settlement of any dispute between the City and the Contractor;

3.3 The liquidation, bankruptcy, administration, dissolution, or any change in name, composition or constitution of the Contractor or the Guarantor.

4. Guarantor understands and acknowledges the critical nature of the services provided by Contractor pursuant to the Agreement, and the critical importance of those services being provided to the community in a timely fashion. The failure of Contractor to timely collect and haul solid waste in accordance with the terms and conditions of the Agreement poses a significant risk to public health and safety. Consequently, Guarantor's duty to guarantee the punctual performance of Contractor's solid waste collection and hauling obligations shall attach immediately upon demand from the City and without regard to whether City has yet taken action against Contractor or exhausted all or any remedies available to it under the Agreement.

5. This Guarantee is a continuing guarantee and, accordingly, shall remain in effect until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Agreement, or any amendments thereto, shall have been satisfied or performed in full and is in addition to and not in substitution for any other security for which the City may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Contractor. The City's rights under this Guarantee are in addition to and not exclusive of those provided by the Agreement or by law.

6. Notwithstanding anything to the contrary herein, Guarantor's liability under this Guarantee shall not exceed Contractor's liability under the Agreement.

7. All notices, requests, demands and other communication under this Guarantee shall be deemed to have been duly given (a) when delivered in person to the address of the Party listed below, (b) upon confirmation of receipt when transmitted by facsimile transmission to the number of the Party listed below, (c) upon receipt after dispatch by registered or certified mail to the address of the Party below, or (d) on the next business day if transmitted by national overnight courier to the address of the Party below, with confirmation of delivery.

To Guarantor: To City:

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City of Monterey Park
Attn: City Manager
320 West Newmark Avenue
Monterey Park, CA 91754
Fax: 626-288-6861

8. This Guarantee shall be binding upon Guarantor and its successors and assigns.

9. This Guarantee constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Each of the Parties acknowledges that no other Party, nor any agent or attorney of any other Party, has made any promise, representation, or warranty whatsoever, and acknowledges that the Party has not executed or authorized the execution of this Guarantee in reliance upon any such promise, representation or warranty, that is not expressly contained herein. Guarantor shall be responsible for guarantying all obligations of the Contractor under the Agreement and any amendments thereto.

10. Each of the individuals signing this agreement on behalf of a Party hereto warrants and represents that such individual is duly authorized and empowered to enter into this agreement and bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Guarantee as of the date first hereinabove set forth.

GUARANTOR:

[NAME]

By: _____

Print: _____

Title: _____

CITY:

By: _____
City Manager

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EXHIBIT 10

FRANCHISEE SERVICES TO CITY FACILITIES AND COMMUNITY EVENTS

1. Street Cans. Collect refuse from approximately 150 cans and refuse containers at bus stops and public parking lots seven (7) days per week at no charge.
2. City Facilities. Provide roll-off and bin refuse collection and recycling services at the following city facilities at no charge:

Facility	Address	Service Description	Frequency
American Legion, Boys & Girls Club	338 S Ramona Ave	3-yd refuse bin	Weekly
Barnes Park	400 S McPherrin Ave	3-yd refuse bin	Weekly
City Hall	320 W Newmark Ave	3-yd refuse bin	Weekly
Corporation Yard	751 S Alhambra Ave	3-yd refuse bin 3-yd scrap metal bin	Weekly
Corporation Yard	751 S Alhambra Ave	10-yd inert roll-off	As needed
Corporation Yard	751 S Alhambra Ave	40-yd refuse roll-off	As needed
Corporation Yard	751 S Alhambra Ave	40-yd green waste roll-	As needed
Delta Plant	2655 N Delta Ave, Rosemead	4-yd refuse bin	Weekly
Fire Station	2001 S Garfield Ave	3-yd refuse bin	Weekly
Fire Station	704 Monterey Pass Rd	3-yd refuse bin	Weekly
Garvey Ranch Park	781 S Orange Ave	3-yd refuse bin	Weekly
Langley Center	404 W Emerson Ave	3-yd refuse bin	Weekly
Library	318 S Ramona Ave	3-yd refuse bin	Weekly
Police Department	320 W Newmark Ave	3-yd recycling bin	Weekly

The frequency of collection may change, as determined by the City.

3. Community Events. Provide refuse and recycling collection service at up to ten (10) community events per year at no charge.
4. When requested by the city, collect discarded items from the public rights-of-way. This service shall be provided at no charge. Collection route drivers will be responsible for reporting instances of bulky items in the public rights-of-way and reporting these instances to the franchisee's dispatcher. The dispatcher will be responsible for arranging for these items to be collected without waiting to be notified to do so by the city.
5. Emergency Service. Provide labor and equipment to assist the City with cleanup and debris removal activities required as a result of a natural or man-made disaster, according to a fee schedule established with the City.

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EXHIBIT 11

SCHEDULE OF SUBMITTALS

Report or Submittal	Due Date
1. Copies of initial education and marketing materials for distribution to new customers	Within 45 days of the Effective Date of this Agreement
2. Copies of Customer notifications and educational materials provided to the City	30 days prior to distribution to Customers
3. Proof of insurance - initial	By June 14, 2017
4. Proof of insurance – revisions or updates	Within ten days of the effective date of any change or revision
5. Monthly report	30 days after the end of the month
6. Identification of customers that generate more than 4 cubic yards of Solid Waste per week and refuse to participate in Franchisee's recycling programs	Within 30 days of customer refusal to participate
7. Initial Waste Disposal and Diversion Plan	June 1, 2017
8. Annual update to Waste Disposal and Diversion Plan	On each anniversary of the Effective Date of this Agreement for the remainder of the term
9. Copy of Franchisee's transition plan	June 1, 2017
10. Copies of collection route maps	June 1, 2017 and 45 days prior to the implementation of any changes
11. Copy of Franchisee's contingency plan	June 1, 2017 and whenever the plan is changed or updated
12. California Heavy Duty Vehicle Inspection reports for all collection vehicles used in the City	Initial report: August 31, 2017 Annually on August 31 for the Term of the Agreement

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EXHIBIT 12

EXAMPLE OF THE MEHTOD BY WHICH FRANCHISEE'S WASTE DIVERSION RATE IS TO BE CALCULATED AND REPORTED TO THE CITY

Calculation. Franchisee shall achieve and maintain a Waste Diversion Rate that is to be calculated for each reporting period as follows:

> Total weight (in tons) of Solid Waste, Recyclable Materials, and Green Waste collected by Franchisee from Customers in the City that is Diverted from Disposal, divided by the total weight (in tons) of Solid Waste, Recyclable Materials, and Green Waste collected by Franchisee from Customers in the City during the same reporting period.
>
> *Example:* During a reporting period, Franchisee collected and diverted the following quantities:

	Collected From Customers	Diverted from Disposal
Solid Waste	500 tons	100 tons
Recyclable Materials	200 tons	180 tons
Green Waste	200 tons	200 tons
Totals	900 tons	480 tons

> The Franchisee's Waste Diversion Rate for this reporting period would be calculated as: 480 ÷ 900 = 53.3%

Franchisee shall calculate its waste diversion rate each month and report this rate to City in a method and form specified by City.

Notwithstanding the other provisions of this Agreement, Franchisee shall Divert from Disposal not less than sixty percent (60%) of all Construction and Demolition Debris collected when providing the Temporary Bin Services authorized by this Agreement.

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ATTACHMENT 6
Commercial Solid Waste Agreement

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MONTEREY PARK EXCLUSIVE COMMERICAL SOLID WASTE AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND _____

This MONTEREY PARK COMMERCIAL SOLID WASTE AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND _____ ("Agreement") is made and entered into on the _____ day of _____, 2017 ("Effective Date"), between the City of Monterey Park, a municipal corporation ("City" or "City of Monterey Park"), and _____, a _____ Corporation ("Francishee"). City and Franchisee shall at sometimes herein below be referred to as the "parties."

RECITALS

WHEREAS, the City finds it advances the health, safety and welfare of the residents, business and visitors to the City of Monterey Park to have an orderly and effective collection and disposal of Commercial solid waste and to that end to award an exclusive franchise Agreement to a qualified hauler of solid waste; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939") established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, AB 939 authorizes and requires local agencies to make adequate provisions for solid waste handling, within their jurisdictions; and

WHEREAS, City is obligated to protect the public health and safety of the residents of the City of Monterey Park; waste haulers and recyclers should make arrangements for the collection of solid wastes in a manner consistent with the protection of public health and safety; and

WHEREAS, City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939, AB 341, AB 1826, AB 1594, the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. §§ 6901 et seq., and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; and

WHEREAS, City and Franchisee desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3), and that it is Franchisee, not City, which is "arranging for" the collection from Commercial Premises in the City of Monterey Park, the transport for disposal, the composting of Green Waste and the recycling of Recyclables and Solid Waste which may contain hazardous substances; and

WHEREAS, there are no places within the City Limits of the City of Monterey Park where active landfills are located, or which are suitable for the siting of a landfill, and solid waste must, therefore, be exported from the City; and

WHEREAS, City and Franchisee agree that it is Franchisee, and not City, which will select the landfill or transformation facility destination of the nonrecyclable solid waste which Franchisee will arrange to collect, that City has not, and by this Agreement does not, instruct Franchisee on its collection methods, nor supervise the collection of waste, and nothing in this Agreement, or other action of the City shall be construed to bar others from removing waste from containers, nor to place title or right to possession to such waste in City or Franchisee (the parties recognizing that whatever, if any, title Franchisee may gain to such waste is by operation of law, and is not the result of this Agreement); and

WHEREAS, Franchisee represents and warrants to City that it has the experience, responsibility, qualifications and knowledge of all applicable laws to conduct recycling programs and to arrange with residents in the City of Monterey Park for the collection, safe transport and disposal of Recyclables and Solid Waste which may inadvertently contain Hazardous Waste, the City Council of the City of Monterey Park determines and finds that the public interest, health, safety and well being would be served if Franchisee were to make arrangements with residents to perform these services for Commercial Premises.

WHEREAS, by written submittals dated ____, 2016, and _____, 2016 Franchisee submitted a statement of qualifications and a bid which are incorporated as part of this Agreement and are included as Exhibits 6 and 7 of this Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. GRANT AND ACCEPTANCE OF FRANCHISE.

1.1 City grants to Franchisee, subject to the terms of this Agreement and all applicable laws and regulations, for the term of this Agreement, (1) the sole and exclusive duty, right and privilege to operate and conduct an exclusive Franchise to collect, transport, process and dispose of Solid Waste, Recyclables and Green Waste for Commercial Premises within the City Limits, and (2) an exclusive license to make and enter into independent arrangements with Commercial Premises in the City of Monterey Park in the area covered by this franchise, to collect, receive, process, transport and remove to such materials recovery, solid waste recycling or disposal facilities, all Solid Waste. Recyclables and Green Waste generated or accumulated at Commercial Premises within the City Limits. This Franchise Agreement does not include state run school systems, lawfully operated self-haulers or others exempt from the Franchise as permitted by law.

1.2 Franchisee agrees to be bound by and comply with all the requirements of this Agreement and to comply with all federal, state and local laws and regulations whether or not they are specifically addressed by the provisions in this Agreement.

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1.3 Franchisee waives any right it may have to challenge the terms of this Agreement under federal, state or local law, or administrative regulation. Franchisee waives any right or claim to serve Commercial Premises in the City of Monterey Park as its boundaries exist as of the date of execution of this Agreement under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity including any right under the Public Resources Code. This franchise is subject to all of the provisions of this Agreement, and to any rights, if any, which may be held by any other solid waste enterprise holding rights pursuant to Public Resources Code Section 49520 or other laws.

1.4 The above Recitals are true and correct and are hereby made a part of this Agreement.

SECTION 2. REIMBURSEMENT OF CITY EXPENSES.

Franchisee, upon submission of this Agreement to the City Council for approval, shall reimburse the City in an amount not to exceed $100,000 (One hundred thousand dollars) for expenses, including consultants' and attorneys' fees and expenses associated with granting this Agreement.

SECTION 3. TERM; COMMENCEMENT OF SERVICES.

3.1 The term of this Agreement shall be for a period of seven (7) years commencing on the 1st day of September 1, 2017, and ending at midnight on the 31st day of August, 2024. Franchisee shall implement collection of Solid Waste and Green Waste from Commercial Premises and provide the services set forth in this Agreement.

3.2 Notwithstanding Section 3.1, Franchisee is authorized and required to as of thirty (30) days after the Effective Date to contact potential customers and the City solely for the purpose of making arrangements to provide the services that Franchisee is obligated to provide pursuant to this Agreement. These arrangements may include assessing the service needs of customers, providing customers with a description of Franchisee's available services, and providing customers with education and instructional materials. Additionally, beginning on August 1, 2017, Franchisee is authorized to distribute Bins and Carts to customers who shall begin to utilize Franchisee's services commencing on September 1, 2017. Franchisee shall use its best efforts to avoid conflicts with the company currently providing services to customers and avoid interfering with services currently being provide to such customers. Franchisee shall coordinate with the City as necessary prior to the Effective Date for purposes of planning the implementation of the activities an obligations to be provided pursuant to this Agreement.

3.3 If a company other than the Franchisee is awarded a franchise that becomes effective immediately or shortly after the termination of this Agreement, Franchisee shall cooperate with such company to provide for an orderly transition of services to Commercial Premises. This cooperation shall include, but is not limited to, providing the new company with Franchisee's customer lists and route lists and if mandated by City, to allow the new company with right to acquire customer Carts and Bins utilized by the Franchisee for its customers to be sold to the new company at fair market value.

SECTION 4. DEFINITIONS.

Whenever any term used in this Agreement has been defined by the Municipal Code of the City of Monterey Park ("PHMC") or Division 30, Part 1, Chapter 2 of the California Public Resources Code, or other commonly used words found in federal, state and local laws and regulations, such definitions shall apply unless the term is otherwise defined in this Agreement.

4.1 **"Administrator"** means the Administrator or the Administrator's designee.

4.2 **"AB 939"** means the California Integrated Waste Management Act of 1989, codified in part at Public Resources code §§ 40,000 et. seq., as it may be amended from time to time, and as implemented by the regulations of the California Integrated Waste Management Board.

4.3 **"AB 939/ Administrative Fee"** means the _____ percent (___%) fee imposed by the City on Franchisee's Gross Revenues because of its status as party to this Agreement, and which, inter alia, is intended to offset the City's expenses in administering this Agreement for AB 939 compliance.

4.4 **"Backyard Service"** or **"Roll Out Service"** means the collection of a Cart or Bin that includes the movement by Franchisee's employees of the Cart or Bin from the Customer's backyard, side yard, driveway, garage, or other location approved by the Administrator, to the Franchisee's collection vehicle and return of the Cart or Bin to its original location.

4.5 **"Bins"** means those containers commonly referred to as dumpsters and are provided for commercial, industrial, construction, and Residential Units uses. Bins are usually two (2) or three (3) cubic yards in size, or larger and meet the criteria set forth on Exhibit 3.

4.6 **"Bulky Items"** means large and small household appliances, furniture, carpets, mattresses, White Goods, clothing, tires, and other similar Solid Waste and oversized yard waste such as tree trunks and large branches if no larger than two (2) feet in diameter and four (4) feet in length and similar large items discarded from Commercial Premises. Bulky Items does not include hazardous Waste.

4.7 **"Carts"** means the containers provided by the Franchisee to Customers of Green Waste and Solid Waste services with two or wheels attached for ease of transport by an individual and meet the criteria set forth on Exhibit 3.

4.8 **"City Limits"** means the boundaries of the City together with all amendments and changes thereto, which boundaries are shown by maps incorporated herein by reference, identified in Exhibit 1 and which are on file in the office of the City Clerk.

4.9 **"Civic Solid Waste"** or "Civic Waste" means all types of Solid Waste generated by the City, including: Solid Waste placed in City-owned Garbage receptacles located in public areas, including but not limited to City public parks and right of ways, for disposal of waste generated by the public; solid waste generated at City-owned facilities including but not limited

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to City Hall, the City Yard, fire stations, police station, library, recreation centers, etc.; and solid waste generated at City events, including but not limited to the Lunar Festival, Play Days, Fourth of July Celebration, Geranium Festival, etc.

4.10 "Co-collection" means the collection of Solid Waste and Recyclables in a common Bin or Cart or the collection of Solid Waste and Organic Waste in a common Cart or Bin..

4.11 "Commercial Premises" means any commercial, industrial, office enterprise which generates Solid Waste, Green Waste, or Recyclable Materials. Commercial Premises shall not include Civic Waste, Residential Units or any state run school system.

4.12 "Compostable Food Waste" means fruits, meats, seafood, bones, beans, bead, eggshells, napkins, paper plates, coffee grounds, vegetables, poultry, shellfish, rice, pasta, cheese, food soiled paper, paper towels, tea bags and other similar items.

4.13 "Computer Compatibility" means ability to export and import digital data between computers without writing a custom translation software.

4.14 "Construction and Demolition Waste" means the discarded building materials, packaging, wood, plaster, rock or brick, drywall, cement and rubble resulting from construction, remodeling, repair and demolition operations on pavements, and other similar materials from buildings and other structures (except asbestos-containing materials or other Hazardous Materials).

4.15 "Customer(s)" or "customer(s)" means the the person(s) who have/has the day-to day responsibility for Solid Waste, Recyclables or Green Waste for Commercial Premises.

4.16 "Diversion" and "Diverted from Disposal" has the meaning set forth in Public Resources Code Section 40124.

4.17 "Electronic Waste" means microwaves, stereos, radios, audio/visual equipment, VCR's and DVD players, cellular phones, fax machines, computers, and computer related equipment, and video display devices and televisions.

4.18 "Franchise" means the exclusive right and privilege granted pursuant to this Agreement, along with the other rights, obligations and privileges set forth herein: (1) to arrange for the collection of, and to collect Solid Waste, Green Waste and Recyclables, (2) to transport to landfill or other disposal facilities as determined by Franchisee Solid Waste, Green Waste and Recyclables, and (3) to recycle from Solid Waste and Green Waste, generated and/or accumulated from Commercial Premises; in the City Limits, except from state run school systems or lawfully operated self-haulers or others exempt from the Franchise as permitted by law.

4.19 "Fully Automated Collection" means a mechanized method of collecting Solid Waste, Green Waste and Recyclables in which the operator of the collection vehicle operates a mechanical device which secures a container, such as a Commercial solid waste Bin, lifts the

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container and dumps the contents directly into the vehicle's collection area and returns the container to the curbside or other original position, without leaving the vehicle.

4.20 "Garbage" means putrescible and non-putrescible material including dead animals of less than ten (10) pounds in weight, animal waste, vegetable or other matter which results from the processing, consumption, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including, but not by way of limitation, used non-recyclable food containers, and other waste likely to attract flies or rodents, but excluding Recyclables.

4.21 "Green Waste" or "Yard Waste" means all Compostable Food Waste and plant materials, including without limitation, leaves, grass clippings, brush, branches and other forms of organic materials generated from landscapes or gardens, separated from other solid waste but does not include tree or bush stumps or branches exceeding four (4) inches in diameter or four (4) feet in length.

4.22 "Green Waste Bins" means those Bins which are used for transferring Green Waste from the Customers to the Franchisee.

4.23 "Green Waste Carts" means those Carts which are to be used for transferring Green Waste from the customers to the Franchisee

4.24 "Gross Revenues" means any and all revenue or compensation in any form derived by Franchisee from services provided pursuant to this Agreement, except revenues received by the Franchisee from the sale of Recyclables and any payments received from the State of California for collecting or processing CRV materials.

4.25 "Hazardous Waste" means any hazardous substance, material, waste materials or defined as such pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., and all future amendments to either of them, or as defined by the California Health & Safety Code, California Code of Regulations,, the Porter-Cologne Act, California Water Code, California Environmental Protection Agency or the California Integrated Waste Management Board, Federal Water Pollution Control Act, Hazardous Materials Transportation Act, by any Superfund or Superlien law, or any other federal, state, or local law or regulation. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

4.26 "Materials Recovery Facility" means 1) A facility that separates secondary materials, such as mixed glass and metal containers, from the wastestream, and processes the materials for sale to end users; 2) A firm that purchases and markets source- separated materials.

4.27 "Mechanized Collection" refers to methods of collecting solid waste and/or recyclables in which the operator of a collection vehicle operates a mechanical device which secures a Bin or Cart which contains Green Waste or Solid Waste and lifts the Bin or Cart and

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dumps the contents directly into the vehicle's collection area. "Mechanized Collection" includes Semi-Automated Collection and Fully Automated Collection.

4.28 "Multi-Family Units" means apartments, condominiums and townhomes, other dwelling units other than Single Family Dwellings, and shall have the same meaning as set forth in the (" MPMC").

4.28 "Organic Waste" shall have the meaning provided in California Public Resources Code Section 42649.8 (c).

4.30 "Organic Waste Recycling" means the diversion of Organic Waste from disposal to a composting, biomass conversion, bioreactor, or other facility designed to produce useful products from organic waste.

4.31 "Proposition 218" means Articles XIIIC and XIIIC of the California Constitution and any implementing legislation relating thereto, as may be amended from time to time.

4.32 "Recyclable Material" or **"Recyclables"** means a material which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act, and includes paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET and other plastics, beverage containers, compostable materials, phone books, used motor oil and such other materials designated by City's Administrator, or designated as recyclables, by the California Department of Conservation and Recycling, or other agency with jurisdiction, and which are collected by Franchisee pursuant to this Agreement.

4.33 "Recyclable Material Cart" means Carts that are intended for the accumulation of Recyclable Material.

4.34 "Recyclable Material Bin" means Bins that are intended for the disposal of Recyclable Material.

4.35 "Recycled", "Recycling Service", or **"Recycling"** is defined in Public Resources Code Section 40180.

4.36 "Residential Solid Waste" means all types of Solid Waste generated from Residential Units.

4.37 "Solid Waste Bins" means those Bins used to transfer Solid Waste from the customers to the Franchisee.

4.38 "Solid Waste Carts" means those Carts used to transfer Solid Waste from the customers to the Franchisee.

4.39 "Residential Units" means Multi-Family Units and Single-Family Units.

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4.40 "Scavenging" means the unauthorized removal of Recyclable Material. Scavenging is prohibited by Public Resources Code § 41950.

4.41 "Semi-Automated Collection" means a mechanized method of collection in which the operator of the collection vehicle must get out of the vehicle in order to connect the container, such as a Commercial Solid Waste Bin, to a device which lifts the container and dumps the contents directly into the vehicle's collection area and returns the container to street level for placement at curbside or other position by the operator.

4.42 "Single-Family Units" means a detached single family residential dwelling as these terms are defined in the MPMC.

4.43 "Solid Waste" or **"solid waste"** is defined in Public Resources Code Section 40180.

4.44 "Temporary Bin Service" means providing a Customer with a container for the accumulation of Construction and Demolition Debris or other Solid Waste that is in addition to the quantities of Solid Waste collected weekly by Franchisee. The container remains at the Customer's premises less than thirty (30) days, and is removed by Franchisee when Franchisee is notified by the Customer.

4.45 "Utility Billing" means the total fee imposed by the Franchisee for Commercial Premises for services performed under this Agreement including AB 939 Fees and Franchise Fees.

4.46 "White Goods" means enameled household appliances, such as refrigerators, stoves, washer/dryers, water heaters, dishwashers, trash compactors and similar items discarded from Single-Family Residential premises covered by this Agreement.

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SECTION 5. FRANCHISE FEE.

Each month, City shall be paid from Franchisee's Gross Revenues a franchise fee in an amount equal to __% (___ percent) ("Franchise Fee") and AB 939 fee of _____ (_____ percent) on a monthly basis .

SECTION 6. COMPLIANCE WITH LAWS AND REGULATIONS.

Franchisee warrants that it will comply with all applicable laws relating to the services it will perform pursuant to or arising from this Agreement, including without limitation implementing regulations, as they, from time to time, may be amended, specifically including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the California Integrated Waste Management Act of 1989, South Coast Air Quality Management District Rules and all other applicable federal, state, and local laws and regulations whether or not such are identified in this Agreement.

SECTION 7. TYPES AND FREQUENCY OF SERVICE.

7.1 Public Health and Safety - General. In order to protect the public health and safety, arrangements made by Franchisee with its Commercial Premises customers in the City of Monterey Park for the collection of Solid Waste and Green Waste, shall provide for the collection of such waste generated or accumulated by Commercial Premises within the City at least once per week, and dispose of all Solid Waste that is not Recycled in a fully permitted disposal facility. With respect to the containers identified in this Section 7, Franchisee is responsible for providing Customers with an adequate number of Carts or Bins and to work with Customers to ensure that the total weekly Cart or Bin capacity provided to a Customer is adequate. Franchisee shall offer to provide each Customer with the size and number of Carts or Bins, and frequency of weekly collection of Carts or Bins (the service level) that most closely matches the Customer's weekly generation of waste. The service level offered to a Customer shall be the one that meets the Customer's needs at the lowest possible cost to the Customer. However, if a Customer selects a service level with a weekly Cart or Bin capacity that is inadequate to meet its weekly generation of waste such that the Customer's Carts or Bins are regularly overfilled and spilling litter on collection day, and the situation has been documented in photographs by the Franchisee's employees on at least four (4) collection days in an eight week period, then Franchisee shall report this situation to the Administrator, and if the Administrator approves, Franchisee shall provide the Customer with Carts and Bins that matches the Customer's weekly waste generation and bill the Customer for the new service level.

The schedule and routes for collection shall be prepared by the Franchisee and copies shall be provided to the Administrator prior to implementation. The schedule and route shall be designed to minimize the total vehicle miles and time required to service Customers. Franchisee shall provide Customers with written notice of their scheduled day of collection and shall provide at least thirty (30) days written notice of any change to such collection date.

7.2 Commercial Premises Solid Waste Services. Franchisee shall collect and remove Solid Waste placed in Solid Waste Carts and Solid Waste Bins at least once every week. Franchisee agrees to provide new Solid Waste Carts or cleaned and newly painted Solid Waste Bins, as applicable, to all Commercial Premises prior to September 1, 2017, and to new Customers upon commencement of service. Each Cart and Bin shall have placed on it a sticker that states that no Hazardous Material or liquids shall be placed in the Cart or Bin (in English, Spanish and Chinese) and set forth a phone number to contact the Franchisee with regard to questions the customers may have regarding the proper use of Cart or Bin or for replacement of the Cart or Bin. The maximum charge for such services shall be at the rates as set forth in Exhibit 2. Franchisee will replace or repair before the Customer's next service date, at no expense to Commercial Premises customers or City, Solid Waste Carts or Bins that have been reported to have been stolen and/or damaged.

7.3 Green Wastes Collection. Franchisee shall offer to, or where required by generation of such, collect and remove, at least once per week all Green Waste which is placed in Green Waste Carts or Green Waste Bins provided by Franchisee. Franchisee agrees to provide new Green Waste Carts or Green Waste Bins that are cleaned and newly painted to all Customers prior to September 1, 2017, and to new Customers upon commencement of service. Each Cart and Bin shall have placed on it a sticker that states that no Hazardous Material or liquids shall be placed in the Cart or Bin (in English, Spanish and Chinese) and set forth a phone number to

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contact the Franchisee with regard to questions the customers may have regarding the proper use of Cart or Bin or for replacement of the Cart or Bin. The maximum Charge for such services shall be at the rates set forth on Exhibit 2. Franchisee will replace, at no expense to Customers or City, Green Waste Containers that have been reported to have been stolen and/or damaged.

7.4 Recycling Services. Franchisee may provide Recycling Service to all Customers that request such service, but shall provide Recycling Service to all Customers that generate four (4) or more cubic yards of Solid Waste (including Recyclable Materials) per week. Franchisee may provide these services with Co-collection of Solid Waste and Recyclables or by providing Customers with Solid Waste Bins or Carts and separate Recyclable Material Bins or Carts.

Franchisee shall collect and remove at least once per week, all Recyclable Materials in Recyclable Materials Carts or Bins provided by Franchisee. Franchisee agrees to provide to all Customers receiving Recycling Service new Recyclable Materials Carts, or Recyclable Material Bins that are cleaned and newly painted prior to September 1, 2017, and to new Customers upon commencement of service. Each Cart and Bin shall have placed on it a sticker that states that no Hazardous Material or liquids shall be placed in the Cart or Bin (in English, Spanish and Chinese) and set forth a phone number to contact the Franchisee with regard to questions the customers may have regarding the proper use of the Cart or Bin or for repair or replacement of the Cart or Bin. There shall be no charge to Customers for these recycling services. Franchisee shall repair or replace, at no expense to Customers or City, Recyclable Materials Carts or Bins that have been reported to have been stolen or damaged. Repair or replacement shall occur before the Customer's next scheduled collection.

7.5 Hours of Collection. Franchisee agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste and Green Waste, will provide that collections for Commercial Premises shall not start before 7 a.m. or continue after 6 p.m., Monday through Friday.

7.6 Collection on Holidays. Franchisee has informed City that Franchisee's arrangements with its customers will provide that if the day of collection on any given route falls on a legal holiday, i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, observed by the Materials Recovery Facility, landfill or other lawful disposal site to which refuse collected within the franchise area is taken, Franchise shall provide collection service for such route on the day following such holiday (except Sundays) and shall not provide collection service on such holiday.

7.7 Bulky Items Pick-Up. Franchisee shall provide Bulky Items pick-ups for Commercial Premises. Bulky Items pickups shall be "on call" and completed within 24 hours or the end of the next business day, whichever is sooner, from the time a Customer makes a request for such service. There shall be no size or weight restrictions with respect to Bulky Items except that Franchisee shall not be required to remove automobile bodies, or any other items which may not be safety handled by two persons. The maximum charge for these services is specified in Exhibit 2. Franchisee shall inform Customers on how and where Bulky Items are to be placed for collection.

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Bulky Items collected by Franchisee shall not be landfilled or disposed of until the following hierarchy has been followed by Franchisee:

Reuse as is (if energy efficient)
Disassemble for reuse or Recycling
Recycle
Disposal.

7.8 Electronic Waste. Franchisee agrees to pick up Electronic Waste from each customers at the maximum rate set forth on Exhibit 2. Service shall be on an "on call" basis and shall occur within 24 hours or the end of the next business day, whichever is sooner.. Franchisee shall inform the Customer of how and where to place the Electronic Waste for collection. .

7.9 Temporary Bin Service. Franchisee is authorized by this Agreement to provide Temporary Bin Service required by Residential Unit Customers and Commercial Premises. Franchisee shall not have the exclusive right to provide Temporary Bin Service. Temporary Bin Service may be provided by the Resdential Franchisee or any entity holding a Commercial Franchise in the City. Franchisee shall not represent that it has the exclusive right to provide Temporary Bin Service. Temporary Bin Service shall be offered at a competitive rate compared to those businesses that hold a Residential or Commercial Franchise in the City and at a rate no greater than the maximum rate listed in Exhibit 2.

7.10 Emergency Service. Franchisee shall provide, upon request by the City, assistance with cleanup and debris removal activities required as a result of a natural or man-made disaster, at a reasonable fee agreed to by the parties.

7.11 Roll Out Service. For customers that desire for Franchisee to move/roll their Carts or Bins to the curb or normal pick up location, Franchisee shall charge them for such service at the rate set forth on Exhibit 2.

7.12 Compactor Service. Provide as-needed service for Customer-owned compactors at the rate set forth on Exhibit 2.

7.13 Organic Waste Recycling. Franchisee shall provide Organics Waste disposal and Organics Waste Recycling services in accordance with AB 1826 at the maximum price set forth on Exhibit 2.

SECTION 8. COLLECTION EQUIPMENT AND PERSONNEL.

8.1 Franchisee warrants that it shall provide an adequate number of vehicles and all equipment for all of the services for which it is responsible for performing under this Agreement. To protect peace and quiet in Commercial areas, the noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall not exceed the MPMC Section 9.53 noise standards and seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Franchisee shall submit to City, annually, a certificate of vehicle noise level testing of all vehicles by an independent testing entity. Noise level testing should be undertaken when

complaints have been reported and when so ordered by Administrator. Franchisee warrants that it will comply with all measures and procedures promulgated by all agencies with jurisdiction over the safe, sanitary operation of all its equipment.

8.2 Vehicles used for the collection of solid and green waste shall be of uniform color and company markings, be no more than seven years old, be maintained in "like new" condition, meet or exceed all state and local safety requirements, be watertight and leakproof, have a backup alarm, not exceed the gross vehicle weight of the manufacturer or the California Vehicle Code limits, bear the Franichisee's name and telephone number and vehicle identification number in lettering of at least two (2) inches in height, be in compliance with AQMD Rule 1193, be kept in good repair and inspected daily, maintained in a clean appearance, including free of dirt and graffiti, and not be stored on any public street or other property owned by the City. Each vehicle shall be equipped with a broom, absorbent, shovel and bucket for purposes of cleaning up leaks and debris dripping from or falling from vehicles, or Bins or Carts.

8.3 Should the Administrator at any time give notification in writing to Franchisee that any vehicle does not comply with the standards specified in this Agreement, that vehicle shall be removed from service by Franchisee immediately and shall not be used until inspected and approved in writing by the Administrator.

8.4 Personnel operating the vehicles shall be trained and qualified and adequately licensed to provide the services called for by this Agreement, wear appropriate and matching uniforms and a name badge, conduct themselves in a courteous and professional manner, have gone through an appropriate background check, receive regular and periodic training, treat private property with due care and respect, and always perform their work in a safe manner in accordance with all applicable laws and regulations.

8.5 At all times that collection is occurring, Franchisee shall maintain an emergency service vehicle and field supervisor to respond to complaints, service problems, or emergency calls.

8.6 Any Solid Waste, Recyclable Materials, or Green Waste dropped or spilled during collection, transfer or transportation shall be immediately cleaned up or removed by Franchisee.

8.7 Franchisee shall prepare and keep current, a written contingency plan describing the arrangements and provisions Franchisee has made to provide vehicles and personnel to maintain uninterrupted service during mechanical breakdowns or other emergencies. This plan should be consistent with and coordinated with the City's emergency plans. The schedule for submittal of this plan to City is described in Exhibit 10.

8.8 Franchisee's personnel shall be responsible for noting the addresses of any premises at which they observe that Solid Waste, Recyclable Materials, or Green Waste are accumulating and not being delivered for collection and the address, or other location description, at which such waste has been dumped in an apparently unauthorized manner. Franchisee shall deliver this information to the Administrator within three (3) business days of such observation.

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SECTION 9. OTHER REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

Franchisee warrants and represents the following: Franchisee is a company duly organized, validly existing and in good standing under the laws of California and is qualified and has the authority to carry out the business required by this Agreement. Franchisee has, through all actions required by law by its owners or Board, the authority to enter into this Agreement and the person(s) signing this Agreement have the authority to do so. Franchisee's officers, directors, or owners have not been found guilty of felonious conduct, bribery of public officials, fraud, deceit, false claims, racketeering or illegal transport of Hazardous Materials. Franchisee shall maintain all necessary federal, state and local business licenses and permits.

SECTION 10. PRIVACY

10.1 Franchisee shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or contents of a customer's refuse or recyclables shall not be revealed to any person, governmental unit, private agency or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by City.

10.2 Franchisee shall not market or distribute mailing lists with the names and addresses of customers except such lists must be provided to the Administrator.

10.3 The rights accorded customers pursuant to this Section shall be in addition to any other privacy rights accorded customers pursuant to federal or state law.

SECTION 11. SERVICE EXCEPTIONS; HAZARDOUS WASTE NOTIFICATIONS.

When service is not provided to any customer, Franchisee shall notify its customer in writing why the collection was not made by leaving a tag at least 3-1/2 inches b 6 ¾ inches stating the reasons why the collection was not made. The tag shall set forth the Franchisee's business's name and telephone number and shall be securely fastened to the Cart or Bin or article of Solid Waste Franchisee has represented to City that Franchisee will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed in Solid Waste anywhere within the City, including on, in, under or about City property, including streets, easements, rights of way and City waste containers. In addition to other required notifications, if Franchisee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on City property, including streets, storm drains, or public rights of way, Franchisee also will immediately notify the Administrator, or the Administrator's designee.

SECTION 12. CUSTOMER SERVICE.

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12.1 Office Hours. Franchisee shall maintain an office accessible by a local phone number for Customers between the hours of 8:00 a.m. and 5:00 p.m. daily, except Saturdays, Sundays and holidays. In addition, Franchisee employees are to be present in the office and reachable by telephone by City employees from 7 a.m. to 7 p.m. on all collection days. Franchisee employees shall have the capability of responding to Customers in English, Spanish, Chinese (Mandarin and Cantonese), Telecommunications Device for the Deaf Service and other languages necessary for communication with Customers.

12.2 Emergency Telephone Number. Franchisee will maintain an emergency telephone number for use outside normal business hours. Franchisee shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours. At Franchisee's expense, the emergency telephone number shall be listed in the Monterey Park telephone directory under both Franchisee's name and the City's name. Franchisee shall be able to respond to inquiries in English, Spanish, Chinese (Mandarin and Cantonese), Telecommunications Device for the Deaf Service and other languages necessary for communication with Customers.

12.3 Service Complaints. All customer complaints shall be directed to Franchisee. During office hours, Franchisee shall maintain a complaint service and a telephone answering system capable of accepting at least five (5) incoming calls at one time. Franchisee shall record all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and nature and date and manner of resolution of complaint, in a computerized daily log. Any such calls received via Franchisee's answering service shall be recorded in the log the following working day. All complaints shall be responded to within 24 hours or the next business day, whichever is sooner. This log shall be available for review by City representatives during Franchisee's office hours. Franchisee shall provide a copy of this log on computer disc to the City in a monthly report or upon request by the Administrator. If Franchisee fails due to its own fault to provide services to a customer on the customer's regular collection day, Franchisee will provide service within 24 hours of receiving notice of its failure to provide service, ob by the end of the next business day, whichever is sooner.

12.4 Customer Education. All notices to customers called for in this Agreement shall be in English, Spanish, and Chinese (Mandarin and Cantonese). Franchisee shall provide education to its Customers as set forth herein and as set for on Exhibit 4.

SECTION 13. OWNERSHIP OF SOLID WASTE AND RECYCLABLES.

Ownership and the right to possession of Solid Waste, Green Waste and Recyclable Material placed in containers or bundles for collection at curbside transfer directly from the residents/Customers to Franchisee, by operation of law. Public Resources Code § 41950(c). Franchisee's arrangements with its customers will provide that, subject to the right of the customer to claim lost property, title and the right to possession, and liability for Recyclables and all Solid Waste, whether or not recyclable, which is set out for collection on the regularly scheduled collection day shall pass to Franchisee at the time it is set out. Subject to the provisions of this Agreement, Franchisee shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse or recyclables

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which it collects. Refuse which is disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station or Materials Recovery Facility) shall become the property of the owner or operator of the disposal site or sites once deposited there by Franchisee. At no time does the City obtain any right of ownership or possession of Green Waste, Solid Waste, Recyclable Material or any type of Garbage or Hazardous Waste or waste whatsoever, placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights.

~~**SECTION 14. SALE OF RECYCLABLES.**~~

~~Franchisee agrees to market all Recyclable Material collected from Commercial recycling programs developed pursuant to this Agreement at fair market value, if a fair market value has been established in the marketplace at the time of marketing.~~

SECTION 15. RATES AND BILLING.

15.1 Rates. The maximum rates for all Solid Waste collection, transportation, recycling and disposal services are set forth in Exhibit 2 to this Agreement and include all costs necessary for Franchisee to accomplish its responsibilities under this Agreement, including but not limited to meeting the waste diversion rate specified in Section 17.3 and calculated as described in Exhibit 11. These rates shall only be adjusted annually, unless otherwise precluded by this Agreement, on September 1 (beginning September 1, 2018) by the June-to-June change in the Consumer Price Index (CPI) for all urban consumers in the Los Angeles-Riverside-Orange County region, as published by the U.S. Bureau of Labor Statistics..

15.2 Billing and Payment.

15.2.1 Billing by Franchisee. Franchisee shall be responsible for billing customers for the services provided by this Franchise. Bills shall be itemized, showing charges for all classifications of service. Billings shall be mailed out by the Franchisee monthly, in advance to Customers for regular services and monthly in arrears for extra services. The Utility Billings shall include any applicable fees imposed by the action of the City Council, including but not limited to AB 939 Fees and Franchise Fees. All payments for Utility Billings shall be collected by the Franchisee. Franchisee shall provide Customers the opportunity to pay their bills via email or with a secure electronic bill payment service. Customer bills shall indicate that bills are payable upon receipt, with a payment due date no later twenty (20) days after receipt, and that bills paid that are not paid by the due date can subject the Customer to late fees and service suspension. Upon request by the Administrator, Franchisee shall provide the City with un-redacted copies of Customer bills.

15.2.2 Payment by Franchisee to City. The Franchisee shall pay to City on a monthly basis, the Franchise Fees and AB 939 Fees as set forth in this Agreement, on the Gross Revenues collected by the Franchisee. These monthly payments by the Franchisee shall be made to City within thirty (30) days of the end of each billing collection period described in 15.2.1 above.

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15.3 Delinquent Accounts. Franchisee may discontinue service as set forth in this section. Customers who have not remitted required payments within 60 days after the due date shall be notified in writing by Franchisee. The notification shall contain a statement that services may be discontinued 30 days from the date of notice if payment is not made before that time. Franchisee may terminate service and remove the Customer's Carts and Bins if the Customer's bill has not been paid within 90 days of the due date. Franchisee shall reinstate service when all past due bills are paid and may assess a reinstatement fee of $50.00 for any Customer whose service was terminated.

15.4 Franchisee Contracts with Customers. The term of any service contracts between Franchisee and its Customers shall not extend beyond the term of this Agreement. Franchisee shall not include any automatic renewals or extensions, such as "evergreen" clauses, in the service contracts with its Customers. Customers shall be provided with the option of terminating their services with Franchisee upon one hundred eighty (180) days notice to Franchisee, provided that the Customer is not delinquent in paying for services provided by Franchisee. When requested by Administrator, Franchisee shall provide the Administrator with un-redacted copies of its contracts with Customers.

SECTION 16. FRANCHISEE'S BOOKS AND RECORDS; AUDITS.

Franchisee shall maintain all records relating to the services provided hereunder, including, but not limited to, Customer billings, customer lists, maps, collection and disposal records, and customer complaints, for the full term of this Agreement, and an additional period of not less than three (3) years, or any longer period required by law. The City shall have the right, upon five (5) business days' advance notice, to inspect all records relating to this Agreement, including, but not limited to, billing records, customer lists, maps, collection and disposal records, and customer complaints. Such records shall be made available to City at Franchisee's regular place of business, but in no event outside the County of Los Angeles.

SECTION 17. AB 939 REPORTING AND CONSTRUCTION WASTE IMPLEMENTATION REQUIREMENTS

17.1 Franchisee shall cooperate with City in Solid Waste and Green Waste disposal characterization studies and waste stream audits and shall implement measures adequate to achieve the City's source reduction, recycling and waste stream diversion goals for the Solid Waste stream covered by this Agreement. The City has established and maintained a Source Reduction and Recycling Element pursuant to Chapter 2 (commencing with Section 41000) of Part 2, Chapter 3 (commencing with Section 41300) of Part 2, or Section 41750. 1, as the case may be, that has been approved by the California Integrated Waste Management Board. During the period during which collection services are provided pursuant to this Agreement, Franchisee at Franchisee's sole expense, shall submit to City information and reports necessary for City to meet its reporting obligations imposed by AB 939, AB 341 and AB 1826, and the regulations implementing AB 939 AB 341 and AB 1826. Franchisee agrees to submit such reports and information on computer discs, or by electronic transmission, in a format compatible with City's computers, at no additional charge, if requested by City. The reports include but are not limited to:

17.1.1 Monthly reports showing the weights of Solid Waste, Recyclable Materials, and Green Waste collected in the City, and recycled, processed, composted, transformed and disposed by Franchisee. These reports shall be in a form and method specified by the City;

17.1.2 Monthly reports that identify the name of each facility utilized by Franchisee and the weight of Solid Waste, Recyclable Materials and Green Waste taken to each facility by Franchisee. It shall be the responsibility of Franchisee to demonstrate to the satisfaction of the City, that the weights reported by Franchisee are true and accurate, and represent weights of Solid Waste, Recyclable Materials, and Green Waste actually collected in the City by Franchisee. All information reported to the City is subject to audit and verification by the City;

17.1.3 Solid disposal weights reported to the City by Franchisee shall be the same as those identified as being from the City and reported by Franchisee to the operators of facilities utilized by Franchisee, Los Angeles County, and the State of California Disposal Reporting System; and,

17.1.4 Franchisee shall assist the City with enforcement of its mandatory commercial recycling ordinance, as applicable, by annually providing the City with a list of Franchisee's Customers which identifies the volume of Solid Waste (as measured in cubic yards of Bin capacity at the customer's location multiplied by the frequency of weekly collection) collected each week, the type of recycling program(s) provided to each Customer, and an identification of any customers covered by the City's ordinance that are not participating in the Franchisee's recycling program. Franchisee shall also assist the City with implementation of its Compostable Food Waste recycling program and provide City with the reports and information required to meet the State of California requirements related to the status and results of the City's organics waste recycling program.

17.1.5 Franchisee shall provide the City with a Waste Disposal and Diversion Plan-by the dates specified in Exhibit 10. This Plan shall identify the arrangements Franchise has made for the secure and cost-effective disposal of Solid Waste, Recyclable Materials and Green Waste for the remainder of the term of this Agreement and include a description of the Franchisee's plans for satisfying the waste diversion requirements of this Agreements. City shall provide Franchisee with a template for use in preparing this plan which shall specify the minimum acceptable standards for this plan

17.1.6 When requested by City, Franchisee shall furnish the City or its representatives with full access to its transfer, processing, composting, maintenance and disposal facilities for purposes of determining compliance with requirements of this Agreement.

17.2 This Agreement is part of City's efforts to comply with the provisions of the California Integrated Waste Management Act of 1989, (AB 939), AB 341 and AB 1826, as such from time to time may be amended and as implemented by the regulations of the California

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Department of Conservation and Recycling ("Regulations"), as they from time to time may be amended, and the City's Source Reduction and Recycling Element, as such may be amended from time to time.

17.3 Franchisee shall maintain at all times a diversion rate of 50% (fifty percent) for Solid Waste. This diversion rate is a performance standard and an AB 939 compliance requirement with respect to the services provided under this Agreement. Exhibit 11 sets forth how the 50% diversion rate shall be calculated and reported.

17.3.1 Franchisee acknowledges to meet such diversion rate it cannot rely upon waste materials collected and/or diverted from Commercial Premises not located in the City and cannot rely on demonstrating a "good faith effort" to satisfy this diversion rate. Franchisee also acknowledges and represents that it is solely responsible for achieving such diversion rate.

17.3.2 If Franchisee utilizes the services of a material recovery facility, composting facility, or other processing facility to divert Solid Waste, Recyclable Materials, or Green Waste received from other jurisdictions, Franchisee shall base its calculation of the quantities diverted from disposal at these facilities that is reported to the City, on the characteristics of the Solid Waste, Recyclable Materials, or Green Waste collected in the City. To satisfy this requirement, it may be necessary for Franchisee to conduct periodic characterization studies of the Solid Waste, Recyclable Materials and Green Waste collected in the City by the Franchisee. City shall determine if and when such studies are to be conducted. The method by which these studies are to be conducted shall be subject to approval by the Administrator.

17.3.3 Upon request by the Administrator, Franchisee shall provide details of the methods and calculations Franchisee uses to determine the quantities of Solid Waste, Recyclable Materials and/or Green Waste Franchisee reported to City as being diverted from disposal. Franchisee shall provide this information within ten (10) days of being requested to do so by the Administrator.

17.3.4 No more than 10 percent (10%) of the Solid Waste, Recyclable Materials, and Green Waste collected by Franchisee in any month shall be diverted to a transformation or biomass conversion facility and reported as waste diversion to the City, Los Angeles County or the State of California Disposal Reporting System.

17.3.5 Green Waste collected in the City by Franchisee and used as alternative daily cover or alternative intermediate cover at a landfill shall not be reported as waste diversion to the City, County of Los Angeles or the State of California Disposal Reporting System.

17.4 To the extent the City receives AB 939 credit for any other diversion within the City, such diversion can, with the City's consent which may be withheld by the City in its sole and absolute discretion, be used by Franchisee to achieve AB 939 compliance and the above performance standards. However, such cannot be relied upon by Franchisee for purposes of achieving AB 939 compliance or the performance standards. Any failure to attain AB 939

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compliance or meet the 50% diversion performance standard shall be a material breach of this Agreement and shall be subject to termination and/or liquidated damages pursuant to SECTION 24 of this Agreement. Additionally, any such breach shall result in Franchisee being liable for any and all damages resulting from such breach.

17.5 Franchisee shall cause sixty-five percent (65%) of Construction and Demolition Waste to be Recycled and shall maintain all records necessary for purposes of reporting and auditing this activity. Any failure to Recycle such shall be deemed a material breach of this Agreement.

SECTION 18. REPORTS AND ADVERSE INFORMATION.

18.1 Activities Report. Within 90 days after the close of Franchisee's fiscal year, Franchisee shall submit a written report, in a form approved by the City, including, but not limited to, the following information:

18.1.1 A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of service;

18.1.2 A list of Franchisee's officers and members of its board of directors;

18.2 Financial Reports. A copy of each of Franchisee's annual and other periodic public financial reports and those of its parent, subsidiary and affiliated corporation and other entities, as the City requests, shall be submitted to the City within five (5) days after receipt of City's request.

18.3 Pleadings and Complaints. Franchisee shall submit to City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Franchisee to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other government bodies relating specifically to Franchisee's performance of services pursuant to this Agreement. Any data which Franchisee seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Franchisee with the basis for such claim of exclusion clearly specified. In the event City receives a request under the Public Records Act, or by subpoena, the City shall notify Franchisee to permit Franchisee to object to the release of the information requested or subpoenaed, and to file an action, at Franchisee's expense, in an appropriate court to prevent the release of the record.

18.4 Agency Information. Franchisee shall provide City two copies (one to the Administrator, one to the City Attorney) of all reports, or other material adversely reflecting on Franchisee performance under this Agreement, submitted by Franchisee to, or received by Franchisee from, the United States or California Environmental Protection Agency, the California Department of Conservation and Recycling, the Securities and Exchange Commission or any other federal, state or county agency. Copies shall be submitted to City simultaneously with Franchisee of, or within three business days of Franchisee's receipt of, such matters with or

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from said agencies. Franchisee's routine correspondence with said agencies need not be automatically submitted to City, but shall be made available to City upon written request.

18.5 Other Information and Reports. Franchisee at no additional expense to City, shall submit to the City such other information or reports in such forms and at such times as the City may reasonably request or require, including, but not limited to the following:

18.5.1 Opacity Report. By August 31, 2017, and annually thereafter, Franchisee must submit copies of tests verifying that each fleet vehicle has passed the California Heavy Duty Vehicle Inspection Program.

18.5.2 Submittal of Reports. Reports shall be submitted to:

Administrator
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

18.5.3 Monitoring. Franchisee shall provide the City or it representatives and auditors with access to Franchisee's billing records and customer lists and files and will make available to the City or its billing agents, a computerized data base accessible to the City of a complete file of Customers, address, property owners, and account classifications. Franchisee will also have to receive and process file transfers or corrections from the City or its billing agent.

18.5.3.1 The City believes that cooperation between Franchisee and the City is critical to the success of this program. City reserves the right to request additional information not specified above on an as needed basis, to review records at Franchisee's facility on demand and to conduct audits.

18.5.3.2 Franchisee will allow a City Representative to ride with either the Recycling or Garbage vehicles on any route or routes. The City will inform Franchisee at least one (1) working day prior to date(s) of such route monitoring.

18.5.4 Accounting Records. Franchisee shall locally maintain current, accurate and complete financial records on the accrual basis of accounting relating to Agreement operations, including original ledgers, journals, accounts, and records in which are recorded entries reflecting its activities hereunder, as well as supporting documents such as bank statements, cancelled checks, bank account reconciliations, tax returns, contracts, employee files, time records, invoices, and receipts. All accounts shall be maintained in accordance with Generally Accepted Accounting Principles.

18.5.5 Access to Records. Notwithstanding anything to the contrary herein, the City shall have the right, at Franchisee's cost and expense (including compensation paid to City employees or City consultants) during normal business hours, and upon reasonable notice, to inspect all financial records pertaining to any City contract related account and any other

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records of Franchisee reasonably and directly necessary for City administration of its right of review, approval or enforcement by this Agreement.

18.5.6 Inspection and Audit Rights. In addition to the foregoing, City shall have the right, for a period of three years following the delivery of an Auditor's report and financial statements, at Frranchisee's cost and expense (but excluding compensation paid to City employees or City consultants), during normal business hours and upon reasonable notice, to inspect for the purpose of audit all financial and other records of Franchisee concerning its operation pursuant to this Agreement.

18.6 Costs. All reports and records required to be submitted by Franchisee to City under this Agreement shall be furnished at no expense to City or Customers.

18.7 Failure to Report. The willful refusal or failure of Franchisee to file any of the reports required, or to provide required information to City, or the inclusion of any false or misleading statement or representation by Franchisee in such report shall be deemed a material breach of this Agreement, and shall subject Franchisee to all remedies, legal or equitable, which are available to the City under this Agreement or otherwise.

18.8 Schedule of Submittals. Exhibit 10 sets forth, unless otherwise set forth in this Agreement, dates by which information is to be submitted to the City.

SECTION 19. ANNUAL REVIEW OF PERFORMANCE AND QUALITY OF SERVICE.

19.1 At City's sole option, within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, City may hold a public hearing at which Franchisee shall be present and shall participate, to review Franchisee's performance and quality of service. The reports required by this Agreement regarding diversion rates and customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.

19.2 Within thirty (30) days after the conclusion of the public hearing, City shall issue a report with respect to the adequacy of performance and quality of service. If any noncompliance with the Agreement is found, City may direct Franchisee to correct the inadequacies in accordance with Section 24, below.

SECTION 20. SYSTEM AND SERVICES REVIEW.

20.1 To provide for technological, economic and regulatory changes in refuse collection and recycling, to promote competition in the refuse and recycling industry and to achieve a continuing, advanced refuse collection and recycling system, the following System and Services Review procedures are established:

20.2 At City's sole option, City may hold a public hearing on or about the first anniversary date of the Agreement at which it reviews collection and recycling systems and

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services. Subsequent System and Services Review hearings may be scheduled by City each year thereafter. It is City's intent to conduct any System and Services Review concurrently with any Annual Review of Performance and Quality of Service as provided for in Section 18, above.

20.3 Sixty (60) days after receiving notice from the City, Franchisee shall submit a report to City indicating the following:

20.3.1 All refuse collection, green waste and recycling services reported in refuse collection and recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are not provided by Franchisee to City; and

20.3.2 Changes recommended to improve the City's diversion rate; and

20.3.3 Any specific plans for provision of such new services by Franchisee, or a justification indicating why Franchisee believes that such services are not feasible for the franchise area.

20.4 Topics for discussion and review at the System and Services Review hearing shall include, but shall not be limited to, services provided, customer complaints, rights of privacy, amendments to the Agreement, developments in the law, and new initiatives for meeting or exceeding AB 939's goals and regulatory constraints.

20.5 City and Franchisee may each select additional topics for discussion at any System and Services Review hearing.

20.6 Not later than sixty (60) days after the conclusion of each System and Services Review hearing, Franchisee shall issue a report. The report shall address services not being provided to City that are considered technically and economically feasible by City. City may require Franchisee to provide such services within a reasonable time.

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SECTION 21. INDEMNIFICATION AND INSURANCE.

21.1 Indemnification of City. Franchisee, upon demand of the City, made by and through the City, shall protect, defend, indemnify and hold harmless City, its elected officials, officers, employees, volunteers and agents from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments, including City's or any prevailing party other than the City, attorneys' fees and costs, (collectively, "Claims") arising out of or resulting in any way from the awarding or execution of or Franchisee's exercise of the Franchise granted by this Agreement, including the provision of services under this Agreement, unless such Claim is due to the sole negligence or willful acts of the City, its elected officials, officers, employees, agents or contractors. This provision 21.1 et. seq., shall survive the expiration of this Agreement. The duty of Franchisee to protect, defend, indemnify and hold the City harmless pursuant to this SECTION shall include, but shall not be limited to, the following:

21.1.1 Claims by government agencies or other third parties, whether judicial, administrative or otherwise, including, but not limited to Claims over the definitions of "Solid

Waste" or "Recyclable Material" or "Green Waste" or the limits of City's authority with respect to the grant of Licenses, or Agreements(including this Agreement), exclusive or otherwise, asserting Claims under the Dormant Commerce Clause, anti-tug laws or any other federal or state law, including, but not limited to Proposition 218.

21.1.2 Environmental Indemnification. Claims arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste in any Solid Waste or Recyclable Material or Green Waste collected by Franchisee pursuant to this Commercial Agreement which is or has been transported, transferred, processed, stored, disposed of which has otherwise come to be located by Franchisee or its activities pursuant to this Agreement result in a release of a Hazardous Waste into the environment.

21.1.3 With respect to Solid Waste Recyclable Waste or Green Waste collected by Franchisee pursuant to this Commercial Agreement which has been disposed of at places not owned or operated by Franchisee, Franchisee (1) shall protect, defend, indemnify and hold the City harmless, as provided above, or (2) at the City's sole discretion, cause the owner or operator of the alternate facility to deliver a Hazardous Substances Indemnification in a form satisfactory to City, or (3) provide any combination of indemnification by the alternate facility and Franchisee satisfactory to City.

21.1.4 This SECTION is intended to operate as an Agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. § 9607(e), and California Health and Safety Code § 25364, to defend, protect, hold harmless and indemnify from all forms of liability under CERCLA, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. or other similar federal, state or local law or regulation for any and all matters addressed in this SECTION 17A.

21.1.5 AB 939. In addition to the other requirements set forth in this Agreement, Franchisee agrees to implement all requirements of the City's Source Reduction and Recycling Element and to develop new requirements, as needed, in order to cause the City to be in compliance with AB 939. Franchisee agrees to the fullest extent permissible by law to protect, defend, indemnify and hold City harmless against a Claims by the California Integrated Waste Management Board in the event the diversion, source reduction and recycling goals of AB 939 are not met by the City of Monterey Park with respect to the waste stream covered by this Agreement, City's Source Reduction and Recycling Element is determined to be deficient or Franchisee's delays in providing information prevent City from submitting reports required by AB 939 in a timely manner.

21.2 Insurance.

21.2.1 Insurance Requirements. Franchisee shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Franchisee, its agents,

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representatives or employees. The following insurance requirements shall survive the termination of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. Franchisee shall provide the following scope and limits of insurance:

21.2.1.1 Minimum Scope of Insurance. Coverage shall be issued by an insurer with a Best A.- VII-rated company which is California-admitted, and shall be at least as broad as:

21.2.1.1.1 Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 000 1);

21.2.1.1.2 Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code I "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City, and

21.2.1.1.3 Workers' Compensation insurance as required by the Labor Code of State of California and Employees Liability insurance and covering all persons providing services on behalf of the Franchisee and all risks to such persons under this Agreement.

21.2.1.1.4 Pollution Liability Insurance

21.2.1.2 Minimum Limits of Insurance. Franchisee shall maintain limits of insurance no less than:

21.2.1.2.1 General Liability: $10,000,000 aggregate and $10,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit;

21.2.1.2.2 Automobile Liability: $10,000,000 per accident for bodily injury and property damage; and

21.2.1.2.3 Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

21.2.1.2.4 Pollution Liability Insurance: $4,000,000 per occurrence.

21.2.2 Other Insurance Provisions. Insurance policies required by this Agreement shall contain the following provisions:

21.2.2.1 All Policies. Each insurance policy shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this

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Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

21.2.2.2 General Liability and Automobile Liability Coverages and Pollution Liability Insurance.

21.2.2.2.1 City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Franchisee performs, products and completed operations of Franchisee; premises owned, occupied or used by Franchisee, or automobiles owned, leased or hired or borrowed by Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to City its officers, officials, or employees.

21.2.2.2.2 Franchisee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of and not contribute with, Franchisee's insurance.

21.2.2.2.3 Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

21.2.2.2.4 Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

21.2.2.3 Workers' Compensation and Employer's Liability Coverage. Unless the Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Franchisee for City.

21.2.3 Other Insurance Requirements. Franchisee agrees to deposit with City, at or before the effective date of this Commercial Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Franchisee furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

21.2.3.1 Franchisee shall furnish certificates and endorsements from each subcontractor which physically performs work in City identical to those Franchisee provides.

21.2.3.2 Any deductibles or self-insured retentions must be declared to and approved by City in its reasonable judgement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its

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officers, officials, employees and volunteers; or the Franchisee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

21.2.3.3 The procuring of such required policy or policies of insurance shall not be construed to limit Franchisee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

SECTION 22. CASH BOND.

22.1 Contemporaneously with the execution of this Agreement, Franchisee shall deposit a cash bond in the sum of Ten Thousand Dollars ($10,000.00) in an interest bearing account. The cash bond shall be on terms acceptable to the City Attorney. The cash bond shall serve as security for the faithful performance by Franchisee of all the provisions and obligations of this Agreement. All interest shall be paid to Franchisee.

22.2 Upon Franchisee's failure to pay the City an amount owing under this Agreement, the cash bond may be assessed by the City, for purposes including, but not limited to:

22.2.1 Failure of Franchisee to pay the City sums due under the terms of the Agreement;

22.2.1.1 Reimbursement of costs borne by the City to correct Agreement violations not corrected by Franchisee, after due notice; and

22.2.1.2 Monetary remedies or damages assessed against Franchisee due to breach of this Agreement;

22.2.2 Franchisee shall deposit a sum or money sufficient to restore the cash bond to the original amount within thirty (30) days after notice from the City that any amount has been withdrawn from the cash bond. The amount of the cash bond shall be adjusted annually by the annual percentage December-to-December change in the Consumer Price Index for all Urban Customers (National CPI-U).

SECTION 23. RIGHTS OF CITY TO PERFORM DURING EMERGENCY.

23.1 Should Franchisee, for any reason whatsoever, refuse or be unable for a period of more than seventy-two (72) hours but less than thirty (30) days, to collect, transport and dispose of any or all the Solid Waste, Green Waste and Recyclables which it is obligated under this Agreement to collect, transport and dispose of, then in such event City shall have the right, upon twenty-four (24) hour prior written notice to Franchisee, during the period of such non-performance/emergency, to temporarily take possession of any or all equipment and facilities of Franchisee previously used in the collection, transportation and disposal of Solid Waste under this Agreement, and to use such equipment and facilities to collect and transport any or all Solid Waste which Franchisee would otherwise be obligated to collect and transport pursuant to this Agreement. Franchisee agrees that in such event it will fully cooperate with City to effect such a transfer of possession for City's use.

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23.2 FRANCHISEE agrees that, in such event, City may take temporary possession of and use of said equipment and facilities without paying Franchisee any rental or other charge, provided that City agrees that, in such event, it assumes complete responsibility for the proper and normal use of such equipment and facilities. City agrees that it shall immediately relinquish possession of all of the above-mentioned property to Franchisee upon receipt of written notice from Franchisee to the effect that it is able to resume its normal responsibilities under this Agreement.

SECTION 24. IMPOSITION OF DAMAGES; TERMINATION.

24.1 If City's Administrator determines that Franchisee's performance pursuant to this Agreement may not be in conformity with reasonable industry standards which are obtained in similar cities in Southern California, the provisions of this Agreement, the California Integrated Waste Management Act, including, but not limited to, requirements for diversion, source reduction and recycling (as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of Hazardous Waste, the Administrator may advise Franchisee in writing of such suspected deficiencies. The Administrator may, in such written instrument, set a reasonable time within which Franchisee is to respond and, if Franchisee agrees with the report of suspected deficiencies to correct the deficiencies. Unless otherwise specified, a reasonable time for response and correction of deficiencies shall be thirty (30) days from the receipt by Franchisee of such written notice. The Administrator shall review Franchisee's response and resolve the matter or refer notify Franchisee of the Administrator's decision in writing. A decision or order of the Administrator shall be final and binding on Franchisee if Franchisee fails to file a "Notice of Appeal" with the City Clerk within 30 days of receipt of the decision or order of the Administrator or the Administrator.

24.2 If a matter is appealed to the City Council, the City Clerk shall set the matter for hearing. The City Clerk shall give Franchisee fourteen (14) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the Administrator indicating the deficiencies, and shall give Franchisee, or its representatives and any other interested person, a reasonable opportunity to be heard.

24.3 Based on the evidence presented at the hearing and the report of the Administrator, the City Council shall determine by resolution whether the decision or order of the Administrator should be upheld. A tie vote of the City Council shall be regarded as upholding the action of the Administrator or Administrator. If, based upon the record, the City Council determines that the performance of Franchisee is in breach of any material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its sole discretion, may order Franchisee to take remedial actions to cure the breach, terminate forthwith the Agreement or impose liquidated damages, as defined below. The decision of the City Council shall be final and conclusive. Franchisee's performance under the Agreement is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.

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24.4 This right of termination or to impose liquidated damages is in addition to any other rights of City upon a failure of Franchisee to perform its obligations under this Agreement. Liquidation damages may be enforced to maximum extent provided by law, to the extent there is any inconsistency between the liquidated damages provisions in this Agreement and other provisions in this Agreement, the other provisions in this Agreement shall control.

24.5 The City further reserves the right to terminate the Agreement or impose liquidated damages in the event of any of the following:

24.5.1 If Franchisee practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any misrepresentations in the negotiations which preceded the execution of this Agreement;

24.5.2 If Franchisee has been found guilty of felonious conduct, illegal transport or disposal of Hazardous Materials, or bribery of public officials;

24.5.3 If Franchisee becomes insolvent, unable or unwilling to pay its debts, upon appointment of a receiver to take possession of all or substantially all of the assets of Franchisee, or upon a general assignment by Franchisee for the benefit of creditors, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding;

24.5.4 If Franchisee fails to provide or maintain in full force and effect, the workers compensation, liability and indemnification coverages or cash bond as required by the Agreement;

24.5.5 If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee relative to this Agreement, provided that Franchisee may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred until a final decision adverse to Franchisee is entered;

24.5.6 If Franchisee ceases to provide collection service as required under this Agreement over all or a substantial portion of its Franchise Area for a period of thirty (30) days or more, for any reason within the control of Franchisee;

24.5.7 If Franchisee willfully fails to make any payments required under the Agreement and/or refuses to provide City with required information, reports and/or test results in a timely manner as provided in the Agreement;

24.5.8 Any other act or omission by Franchisee which materially violates the terms, conditions or requirements of the Agreement and which is not corrected or remedied within the time set in the written notice of the violation or, if Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notice, if Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

24.6 Liquidated Damages.

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24.6.1 The City finds, and Franchisee agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by the City as a result of a material breach by Franchisee of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

24.6.2 Accordingly, the Administrator may, in the Administrator's discretion, assess liquidated damages not to exceed the sum of Seven Hundred Fifty Dollars ($750.00) per day for the specific failures identified therein, for each calendar day that service is not provided by Franchisee in accordance with this Agreement, or in the amounts identified in Exhibit 5. In addition, the City Council may order the assessment against the cash bond required by SECTION 22, above, the termination of the Agreement, or both.

24.6.3 The City finds, and Franchisee acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Said liquidated damages sums shall be applicable to each calendar day of delay during which Franchisee has been found by the Administrator to be in breach of this Agreement. Franchisee shall pay any liquidated damages assessed by the City Council within ten (10) working days after they are assessed. If they are not paid within the ten working day period, the City may withdraw them from the cash bond required by SECTION 22, above, and, in addition to any other remedies, order the termination of the Franchise granted by this Agreement.

_____	_____	**(INITIAL)**
CITY	FRANCHISEE	

SECTION 25. CITY'S ADDITIONAL REMEDIES.

25.1 In addition to the remedies set forth above in Section 24 and elsewhere in this Agreement, City shall have the following rights, even in the event the Agreement is otherwise terminated:

25.2 In the event the Franchisee fails to provide the services required to be performed hereunder for 30 days or more, the City shall have the right, at no charge to the City, to use equipment from Franchisee for purpose of collecting, transporting and disposing of Solid Waste which Franchisee is obligated to collect, transport and dispose of pursuant to this Agreement, for a period not to exceed nine (9) months. In the case of equipment not owned by Franchisee, Franchisee shall assign to City, to the extent Franchisee is permitted to do so under the

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instruments pursuant to which Franchisee possesses such equipment, the right to possess the equipment. Consistent with this provision, Franchisee agrees to use its best efforts to obtain in the instruments pursuant to which Franchisee possesses such equipment, provisions which authorize City to possess such equipment pursuant to this provision. If City exercises its rights under this Section, City shall pay to Franchisee the reasonable rental value of the rental equipment so taken for the period of City's possession thereof;

25.3 The right to license others to perform the services otherwise to be performed by Franchisee hereunder, or to perform such services itself, including using the equipment under either event as provided in 25.2; and

25.4 The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Franchisee, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to enforce the provisions of this Agreement and to enjoin the breach thereof.

25.5 To require that the Franchisee continue to provide the services set forth in this Agreement for the lessor of nine months or the time it reasonably takes for the City to replace the Franchisee.

SECTION 26. Proposition 218

The fees imposed pursuant to Exhibit 2 plus the AB 939 and Franchise Fees are subject to Proposition 218. The City currently has the authority under a Proposition 218 procedure that it previously undertook to charge no more than the amounts set forth on Exhibit 8. To the extent the fees proposed by Franchisee plus the AB 939 and Franchise Fees will exceed this amount either prior to commencement of this Franchisee or during the term of this Agreement, the City shall undertake a Proposition 218 process to determine whether the Franchisee will be allowed to charge its proposed rates. Even if the customers do not have a majority protest of the proposed fees as part of the Proposition 218 process, the Council cannot and does not warrant or represent that it will approve the proposed fees. In the event that proposed fees are in excess of what Proposition 218 allows, and a new Proposition 218 process does not allow for the imposition of the proposed fees, the Franchisee may either (i) continue to provide services at the highest rate allowed by Proposition 218, or (ii) give the City nine (9) months' notice of intention to terminate this Franchise and charge the highest rate allowed by Proposition 218 until the Franchise is terminated. Franchisee agrees to pay for all of the City's costs and fees incurred for administering a Proposition 218 process.

SECTION 27. FRANCHISE TRANSFERABLE; CITY CONSENT REQUIRED.

27.1 The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Franchisee or by operations of law, without the prior written consent of the City expressed by resolution to the extent such is permitted under the PHMC. For purposes of this Agreement, any

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dissolution, merger, consolidation or other reorganization of Franchisee, or the sale or other transfer of an accumulative twenty-five percent (25%) or more of the voting stock or ownership interest of Franchisee shall be deemed an assignment of this Agreement. A change in corporate name only shall not be deemed to be a transfer of the Franchise. Any attempt by Franchisee to assign this franchise without the consent of City shall be void.

27.2 If Franchisee attempts to transfer the franchise prior to obtaining City consent, all of the profits or twenty-five percent (25%) of the Gross Revenues, from the date of attempted transfer until the date of City consent, whichever is greater, shall be returned to the customers, on a pro rata basis.

27.3 The City shall not unreasonably withhold its consent to a transfer of the franchise granted by this Agreement. The City's decision as whether to consent or not shall be based upon the financial strength of the transferee (being at least as strong as the Franchisee's), the history of the transferee in providing services to Commercial customers of the size and type found in the City, proof that the transferee conducts its services in accordance with sounds waste management practices in compliance with all applicable laws, transferee providing City with copies of all litigation, fines and censures and the City determining that such were resolved in an acceptable manner, that transferee has not had any relevant criminal convictions, and any other information required by City for determining the Transferee has the ability to perform the services required under this Agreement. The City may impose reasonable conditions of approval on a transfer, including, but not limited to conditions requiring the payment of a transfer fee to the City.

27.4 Any change in control of Franchisee occurring without prior City approval shall constitute a material breach of this Agreement.

SECTION 28. FRANCHISE TRANSFER; FEES

28.1 Any application for a franchise transfer shall be made in a manner prescribed by the Administrator. The application shall include a transfer fee equal to the amount to cover the cost of all direct and indirect administrative expenses including consultants and attorneys, necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses. The applicant shall pay such bills within thirty (30) days of receipt.

28.2 These franchise transfer fees are over and above any administrative fees specified in this Agreement.

SECTION 29. GENERAL PROVISIONS

29.1 **Force Majeure**. Franchisee shall not be in default under this Agreement in the event that the collection, transportation and/or disposal services of Franchisee are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Monterey Park; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; or other catastrophic events which are beyond the reasonable control of Franchisee. "Other catastrophic events" does not include the financial inability of Franchisee to perform or failure of

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Franchisee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public agency where such failure occurs despite the exercise of reasonable diligence by Franchisee.

29.2 Independent Contractor. Franchisee is an independent contractor and not an officer, agent, servant or employee of City. Franchisee is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Franchisee. Neither Franchisee nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

29.3 Pavement Damage. Normal wear and tear on City streets resulting from general vehicular traffic excepted, Franchisee shall be responsible for damage to City's driving surfaces, whether or not paved, resulting from the operation of Franchisee vehicles providing refuse and recyclables collection services within the City.

29.4 Property Damage. Any physical damage caused by the negligent or willful acts or omissions of employees of Franchisee to public property shall be repaired or replaced by Franchisee, at Franchisee's sole expense. Except as provided in Section 20, this Agreement does not purport to affect, in any way, Franchisee's civil liability to any third parties.

29.5 Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles Superior Court. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

29.6 Fees and Gratuities. Franchisee shall not, nor shall it permit any officer, agent or employee, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of refuse otherwise required to be collected under this Agreement.

29.7 AB 939; Amendments. This Agreement is part of City's efforts to comply with the provisions of the California Integrated Waste Management Act of 1989, ("AB 939"), AB 341 and AB1826 as they from time to time may be amended and as implemented by the regulations of the California Integrated Waste Management Board ("Regulations"), as they from time to time may be amended, and the City's Source Reduction and Recycling Element, as it may be amended from time to time. In the event that AB 939, AB 341, AB 1826 or other applicable local, state or federal laws or regulations related to the activities and obligations to be undertaken as part of this Agreement are enacted after this Agreement has been executed, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be deemed modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise provided in this Agreement, no other amendment of this Agreement shall be valid unless in writing duly executed by the parties. Franchisee waives any right or claim to serve Commercial Premises in the City as its boundaries exist as of the date of execution of, this Agreement, or as they may be expanded by annexation during the term covered by this Agreement, under any prior grant of franchise, contract, license or permit issued or

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granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

29.8 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: Administrator
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Copy to: Administrator/Integrated
Waste Management Coordinator
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

To Franchisee:

FRANCHISEE
_____
_____, California _____

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or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

29.9 Savings Clause and Entirety. If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

29.10 Exhibits Incorporated. Exhibits 1 through 11 are attached. These Exhibits are incorporated in this Agreement by reference and to the extent there is any inconsistency between Exhibit 6 and 7 and this Agreement, the terms and provisions of this Agreement shall govern.

SECTION 30. Joint Drafting and Entire Agreement. This Agreement shall be interpreted as being drafted jointly by the parties to this Agreement and words and terms herein shall be ascribed there defined or ordinary meaning and shall not be interpreted against either party hereto based upon any allegation that one of the parties was responsible for the drafting of this Agreement. This Agreement contains the entire understanding between the parties and any prior statement, Agreements or representations are superseded hereby.

SECTION 31. Guaranty. If the Franchisee is a subsidiary of a parent company, the parent company shall execute a guaranty in form attached hereto as Exhibit 9 as a condition precedent to this Agreement becoming effective.

SECTION 32. Public Records. To the extent the City receives a request under the Public Records Act for documents that Franchisee has marked "confidential," Franchisee shall either agree that such records can be produced to the public or bear all costs of defending against the public release of such documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF MONTEREY PARK

By:_____

_____,Mayor

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM:

_____

Mark D. Hensley, City Attorney

FRANCHISEE

By:_____

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ACKNOWLEDGMENT

STATE OF _____,)
) ss
COUNTY OF _____)

On _____ before me _____ personally appeared _____ _____ personally known to me or proved to be the person who executed the within instrument entitled AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND FRANCHISEE on behalf of Franchisee, a California corporation, and acknowledged to me that such execution was pursuant to its bylaws or a resolution of its board of directors.

DATE:

CORPORATE SEAL

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FRANCHISE AREA OF THE AGREEMENT

Exhibit 1 is a map of the City of Monterey Park on file with the City Clerk identified as Exhibit 1 to this Agreement. It is incorporated into this Agreement by this reference.

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EXHIBIT 2

MAXIMUM CUSTOMER RATES

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CONTAINER SPECIFICATIONS

All containers provided to Customers by Franchisee shall meet these minimum specifications.

Carts: All carts are to be new

1. Colored to differentiate between refuse, recyclable materials, and green waste
2. Wheeled with steel axles treated or plated for rust prevention
3. Hinged lids
4. Handles
5. Ultraviolet light-stabilized plastic construction
6. Sturdy construction which meets ANSI standards
7. 10-year manufacturer's guarantee
8. Labels or stickers on lids: All containers shall include a sticker or label advising customers to not place hazardous materials or universal waste in the containers, and provide a telephone number to call for information on the proper disposal of these items. The stickers or labels shall also indicate that the customer should contact the Franchisee for the repair or replacement of damaged containers and provide the Franchisee's telephone number to call for service. These messages shall be printed in English, Spanish, and Chinese.

Bins: All bins distributed to customers to be clean, newly painted, in good repair, and free of graffiti and tags. Bins provided for temporary or drop-box service do not have to be newly painted, but must be clean, in good repair, and free of graffiti and tags.

1. Steel construction with hinged plastic lids
2. Lid rod to be plated or treated for rust prevention
3. Lock lids available on request
4. Water-tight construction
5. Labels or stickers on lids or top of bin: All containers shall include a sticker or label advising customers to not place hazardous materials, universal waste, or liquids in the containers, and provide a telephone number to call for information on the proper disposal of these items. The stickers or labels shall also indicate that the customer should contact the Franchisee for the repair or replacement of damaged containers and provide the Franchisee's telephone number to call for service. These messages shall be printed in English, Spanish, and Chinese.

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Roll-offs: All roll-offs provided to customers to be clean, in good repair, and free of graffiti and tags.

1. Sturdy steel construction
2. Labels or stickers on top of roll-off: All containers shall include a sticker or label advising customers to not place hazardous materials, universal waste, or liquids in the containers, and provide a telephone number to call for information on the proper disposal of these items. The stickers or labels shall also indicate that the customer should contact the Franchisee for the repair or replacement of damaged containers and provide the Franchisee's telephone number to call for service. These messages shall be printed in English, Spanish, and Chinese.

Service Standards:

1. All Customers receiving cart service shall be initially provided with new carts.
2. When a Customer notifies Franchisee of a broken or damaged container, Franchisee shall replace or repair the container prior to the Customer's next scheduled collection.
3. If a Customer reports that a container has been stolen and Franchise can verify that the container has been stolen and not re-purposed, Franchisee shall provide the Customer with a replacement container prior to the Customer's next scheduled collection.
4. The standard size for carts shall be 95 or 96 gallons. Franchisee shall provide Customers desiring a smaller cart with either a 35 or 64 gallon cart.
5. Customers provided with bin service shall have the option to select one or more 2, 3, or 4 cubic yard bins. When determining the level of service to be provided to a Customer receiving bin service, Franchisee shall present the Customer with the combination of bin size, quantity, and frequency of weekly collection that meets the Customers needs at the lowest possible monthly cost.
6. If a Customer consistently overfills a container such that on collection day refuse is spilling from the container, and the Customer refuses to accept a larger container or an additional container, Franchisee shall bring this situation to the attention of the Administrator. The Administrator shall take measures allowed by the Monterey Park Municipal Code to ensure that the Customer is subscribing to a level of service consistent with its needs.
7. After containers are emptied, they shall be returned to the location from which they were picked up by Franchisee's employees, upright and with lids properly secured. Franchisee's employees shall use reasonable means to insure that containers are not deposited in any driveway, sidewalk, or street other than at the curb.

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PLANNING REQUIREMENTS AND CUSTOMER SERVICE AND EDUCATION

1. Transition Plan

Franchisee shall provide the City with a transition plan no later than May 1, 2017, which shall include, but not be limited to:

1.1 Franchisee's plan for acquiring and providing the vehicles and containers required to provide the services required by this Agreement

1.2 Descriptions or vendor specification sheets for the vehicles and containers that Franchisee will provide

1.3 Copies of the education and informational materials that Franchisee will provide to customers

1.4 Franchisee's Customer list and copies of collection route lists

1.5 An example of the bill or invoice that Franchisee will use to charge Customers for the services provided

1.6 A copy of the service agreement that Franchisee will execute with Customers

2. Customer Education and Communication.

Franchisee shall provide all Customers with education and information materials as follows:

2.1 To all Customers during the Pre-service Planning Period described in Section 3 of this Agreement, and to all new customers, written information that describes:

a. Franchisee's services, including how materials are Diverted from Disposal and container sizes available

b. Customer's collection schedule, including when collection will occur when a Customer's collection day falls on a Holiday, and those Holidays that are observed by Franchisee.

c. How refuse and materials are to be prepared and placed in containers and a description of wastes and materials that are not be placed in containers

d. How containers are to be placed and made accessible for collection by Franchisee

e. Proper handling and disposal of hazardous wastes and universal wastes, including identification of local facilities and events that accept these wastes

f. How to contact Franchisee's customer service office, including the telephone number, email address, and times during which customer service personnel are available to respond to customer requests

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g. Franchisee's policy for investigating and responding to Customer complaints and requests for service

h. The availability of bin rollout/push out service and the fees associated with this service

i. The temporary bin services available from the Franchisee

j. A description of the requirements of AB 341 and AB 1826 and an explanation of how these requirements affect the Customers

2.2 Once per quarter throughout the Term of this Agreement, Franchisee shall provide Customers with a newsletter or bill insert, as determined by the Administrator, that describes and discusses:

a. The percent of waste and materials collected from Customers that Franchisee has Diverted from Disposal during the previous six months

b. Upcoming local events for the collection of hazardous and universal waste

c. Planned changes to Franchisee's services, collection schedules, or routes

d. How refuse and materials are to be prepared and placed in containers and a description of wastes and materials that are not be placed in containers

e. Any other issues related to the Franchisee's services that are affected by Customer behavior

2.3 Prior to distributing any materials to Customers, Franchisee shall provide drafts of these materials to the Administrator for review and comment at least thirty (30) days prior distribution of these materials to Customers..

2.4 Franchisee's customer service telephone number and email address is to be identified on all materials distributed to Customers.

2.5 All costs for preparation, printing, and distribution of customer education and information materials is to be at Franchisee's expense, and shall not be billed to or the responsibility of City or Franchisee's Customers.

2.6 All materials distributed to Customers shall be printed in English, Spanish, and Chinese.

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EXHIBIT 5

SCHEDULE OF LIQUIDATED DAMAGES

The following liquidated damages shall apply and be due and payable by Franchisee for breaches of the terms of this Agreement by Franchisee.

	Conditions When Liquidated Damages Apply	Liquidated Damage Amount
1.	Franchisee Operations	
1.1	Failure of Franchisee to achieve and maintain a monthly Waste Diversion Rate as described in Section 17.3 and Exhibit 11 of this Agreement.	$5,000 per month for each month that the required Waste Diversion Rate is not achieved or maintained
1.2	Failure to implement the services described in this Agreement	$5,000 per day that the services are not implemented
1.3	Failure to cleanup litter or spills from Franchisee's vehicles as specified in this Agreement	$500 per incident
1.4	Failure to deliver a container to a Customer or make a container exchange requested by a Customer prior to the Customer's next scheduled collection.	$100 per incident
1.5	Failure to repair or replace a damaged or missing container prior to the Customer's next scheduled collection.	$100 per incident
1.6	Failure to respond to a Customer service request within 24 hours or the end of the next business day, whichever is sooner.	$100 per incident
1.7	Failure to notify a Customer of the reason for non-collection.	$100 per incident
1.8	Failure to collect a missed pick-up before the end of the next business day after receiving a notice from Customer	$200 per incident
1.9	Failure to replace containers in their approximate original, upright position after service more than 20 times in any month	$200 per incident greater than 20 per month
1.10	Failure to repair damage caused to private property within 30 days	$500 for each day greater than 30 that the damage is not repaired
1.11	Failure to begin service to a new Customer within 5 business days of receiving Customer request	$200 per incident
1.12	Failure to remove containers from a premises that is no longer receiving service from Franchisee within 3 days of being requested to do so by the City	$500 per day that the containers are not removed after request by the City
1.13	Providing services to Customers that are not authorized by this Agreement	$1,000 per incident

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Conditions When Liquidated Damages Apply	Liquidated Damage Amount
2. Franchisee Vehicles	
2.1. Use of vehicles that are not in compliance with SCAQMD Rule 1193	$5,000 per vehicle per day that such a vehicle is used in the City
2.2 Use of any vehicles in the City that have not been properly registered or inspected	$500 per vehicle per day that such a vehicle is used in the City
2.3 Failure to remove graffiti or tagging from vehicles	$500 per vehicle

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
3. Containers	
3.1 Failure to provide containers that meet the minimum standards specified in this Agreement	$10 per container not meeting the minimum standards
3.2 Failure to place labels or stickers on containers as required by this Agreement	$10 per container
3.3 Failure to provide labels or stickers on containers that contain the information specified in this agreement	$10 per container
3.4 Failure to provide labels or stickers on containers written in English, Spanish, and Chinese	$10 per container
3.5 Failure to remove graffiti or tagging from containers	$25 per incident

Conditions When Liquidated Damages Apply	Liquidated Damage Amount
4. Submittals to the City	
4.1 Failure to provide a monthly report or other required submittal by the due date	$100 per day that the report or submittal is not submitted
4.2 Submittal of false or inaccurate information on a report or form	$1,000 per incident per report
4.3 Failure to provide verification of insurance or copies of inspections or certifications requested by City or required by this Agreement by the due date	$250 per incident
4.4 Failure to provide an acceptable annual update to Franchisee's Waste Disposal and Diversion Plan	$500 per incident

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Conditions When Liquidated Damages Apply	Liquidated Damage Amount
5. Communication With Customers	
5.1 Failure to provide customer service representatives fluent in English, Spanish, and Chinese	$200 per day
5.2 Failure to provide notifications to customers that are written in English, Spanish, and Chinese	$200 per incident
5.3 Failure to provide advance copies of notifications to Customers to the City for review and comment	$500 per incident
5.4 Failure to provide notifications, newsletters, or other Customer education materials required by this Agreement	$1,000 per incident
5.5 Acceptance or demands for gratuities or any other payments from Customers not specifically authorized by this Agreement	$10,000 per incident
5.6 Representing that Franchisee has the exclusive right to provide Temporary Bin Service to Customers	$500 per incident
5.7 Including terms or conditions is service agreements with Customers that are not in compliance with the terms of this Agreement	$500 per incident

Payment of any liquidated damages by Franchisee shall not release Franchisee from fulfillment of the terms of this Agreement.

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EXHIBIT 6

CITY REQUEST FOR QUALIFICATIONS AND FRANCHISEE'S STATEMENT OF QUALIFICATIONS

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EXHIBIT 7

CITY REQUEST FOR APPLICATIONS AND FRANCHISEE'S APPLICATION FOR A WASTE COLLECTION AND RECYCLING FRANCHISE

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PROPOSITION 218 RATES

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EXHIBIT 9

FORM OF GUARANTY

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PARENT COMPANY GUARANTEE

This GUARANTEE AGREEMENT ("Guarantee") is made as of the _____ day of _____, 2016, by _____ ("Guarantor"), for the benefit of the City of Monterey Park ("City"). Guarantor and City are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS City has entered into a Solid Waste Hauling Franchise Agreement (the "Agreement") dated _____, 2016 with _____ ("Contractor") pursuant to which Contractor is obligated to provide residential or commercial solid waste hauling services within the City on the terms and conditions set forth therein.

WHEREAS Guarantor is the parent organization of Contractor;

WHEREAS Guarantor has agreed to guarantee the performance of the Agreement in the manner hereinafter set forth;

WHEREAS this Guarantee is approved by, or is made pursuant to authority granted by, the Board of Directors of Guarantor;

WHEREAS the Board of Directors of Guarantor has determined that this Guarantee directly, or indirectly, benefits Guarantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. In consideration of the City entering into the Agreement with the Contractor, as Guarantor hereby acknowledges, Guarantor hereby unconditionally and irrevocably guarantees to the City:

1.1 The due and punctual performance and observance by the Contractor of all duties, acts, covenants and obligations to be performed or observed by the Contractor under or pursuant to the Agreement; and

1.2 The due and punctual payment by the Contractor of all sums payable under or pursuant to the Agreement to the City as and when the same fall due.

2. In the event Contractor fails to carry out, observe or perform any of the acts, obligations, duties, undertakings, covenants and conditions under the Agreement, Guarantor will

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be liable for and shall indemnify the City against all losses, damages, costs, expenses, whatsoever which the City may incur by reason or as a consequence or any such failure on the part of Contractor.

3. Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:

3.1 Any alteration to the nature of the extent of the services or otherwise to the terms of the Agreement;

3.2 Any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Agreement or any other compromise or settlement of any dispute between the City and the Contractor;

3.3 The liquidation, bankruptcy, administration, dissolution, or any change in name, composition or constitution of the Contractor or the Guarantor.

4. Guarantor understands and acknowledges the critical nature of the services provided by Contractor pursuant to the Agreement, and the critical importance of those services being provided to the community in a timely fashion. The failure of Contractor to timely collect and haul solid waste in accordance with the terms and conditions of the Agreement poses a significant risk to public health and safety. Consequently, Guarantor's duty to guarantee the punctual performance of Contractor's solid waste collection and hauling obligations shall attach immediately upon demand from the City and without regard to whether City has yet taken action against Contractor or exhausted all or any remedies available to it under the Agreement.

5. This Guarantee is a continuing guarantee and, accordingly, shall remain in effect until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Agreement, or any amendments thereto, shall have been satisfied or performed in full and is in addition to and not in substitution for any other security for which the City may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Contractor. The City's rights under this Guarantee are in addition to and not exclusive of those provided by the Agreement or by law.

6. Notwithstanding anything to the contrary herein, Guarantor's liability under this Guarantee shall not exceed Contractor's liability under the Agreement.

7. All notices, requests, demands and other communication under this Guarantee shall be deemed to have been duly given (a) when delivered in person to the address of the Party listed below, (b) upon confirmation of receipt when transmitted by facsimile transmission to the number of the Party listed below, (c) upon receipt after dispatch by registered or certified mail to the address of the Party below, or (d) on the next business day if transmitted by national overnight courier to the address of the Party below, with confirmation of delivery.

To Guarantor: To City:

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City of Monterey Park
Attn: City Manager
320 West Newmark Avenue
Monterey Park, CA 91754
Fax: 626-288-6861

8. This Guarantee shall be binding upon Guarantor and its successors and assigns.

9. This Guarantee constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Each of the Parties acknowledges that no other Party, nor any agent or attorney of any other Party, has made any promise, representation, or warranty whatsoever, and acknowledges that the Party has not executed or authorized the execution of this Guarantee in reliance upon any such promise, representation or warranty, that is not expressly contained herein. Guarantor shall be responsible for guarantying all obligations of the Contractor under the Agreement and any amendments thereto.

10. Each of the individuals signing this agreement on behalf of a Party hereto warrants and represents that such individual is duly authorized and empowered to enter into this agreement and bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Guarantee as of the date first hereinabove set forth.

GUARANTOR:

[NAME]

By: _____

Print: _____

Title: _____

CITY:

By: _____
City Manager

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EXHIBIT 10

SCHEDULE OF SUBMITTALS

Report or Submittal	Due Date
1. Copies of initial education and marketing materials for distribution to new customers	Within 45 days of the Effective Date of this Agreement
2. Copies of Customer notifications and educational materials provided to the City	30 days prior to distribution to Customers
3. Proof of insurance - initial	By June 14, 2017
4. Proof of insurance – revisions or updates	Within ten days of the effective date of any change or revision
5. Monthly report	30 days after the end of the month
6. Identification of customers that generate more than 4 cubic yards of Solid Waste per week and refuse to participate in Franchisee's recycling programs	Within 30 days of customer refusal to participate
7. Initial Waste Disposal and Diversion Plan	June 1, 2017
8. Annual update to Waste Disposal and Diversion Plan	On each anniversary of the Effective Date of this Agreement for the remainder of the term
9. Copy of Franchisee's transition plan	June 1, 2017
10. Copies of collection route maps	June 1, 2017 and 45 days prior to the implementation of any changes
11. Copy of Franchisee's contingency plan	June 1, 2017 and whenever the plan is changed or updated
12. Listing of Franchisee's Customers that are covered by the requirements of AB 341 and AB 1826	Initial list by August 1, 2017. Annual updates on September 1 of each year.
13. Heavy Duty Vehicle Inspection Test results	Initial report by August 31, 2017. Annual reports by August 31 of each year for the remianer of the Term of the Agreement

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EXHIBIT 11

EXAMPLE OF THE METHOD BY WHICH FRANCHISEE'S WASTE DIVERSION RATE IS TO BE CALCULATED AND REPORTED TO THE CITY

Calculation. Franchisee shall achieve and maintain a Waste Diversion Rate that is to be calculated for each reporting period as follows:

> Total weight (in tons) of Solid Waste, Recyclable Materials, and Green Waste collected by Franchisee from Customers in the City that is Diverted from Disposal, divided by the total weight (in tons) of Solid Waste, Recyclable Materials, and Green Waste collected by Franchisee from Customers in the City during the same reporting period.
>
> *Example:* During a reporting period, Franchisee collected and diverted the following quantities:

	Collected From Customers	Diverted from Disposal
Solid Waste	500 tons	100 tons
Recyclable Materials	200 tons	180 tons
Green Waste	200 tons	200 tons
Totals	900 tons	480 tons

> The Franchisee's Waste Diversion Rate for this reporting period would be calculated as: 480 ÷ 900 = 53.3%

Franchisee shall calculate its waste diversion rate each month and report this rate to City in a method and form specified by City.

Notwithstanding the other provisions of this Agreement, Franchisee shall Divert from Disposal not less than sixty percent (60%) of all Construction and Demolition Debris collected when providing the Temporary Bin Services authorized by this Agreement.

DRAFT

City Council Staff Report

DATE: January 18, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-E.

TO: The Honorable Mayor and City Council

FROM: Dan Costley, Director of Recreation & Community Services Dept.

SUBJECT: Adopting a Resolution Authorizing Advertisement for Improvements of the Existing Garvey Ranch Park Basketball Courts

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution authorizing staff to advertise for the Improvements of the Existing Garvey Ranch Park Basketball Courts; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Staff is preparing bid specifications for the improvements of the existing basketball courts at Garvey Ranch Park. Staff requests City Council authorization to advertise the project for bids.

BACKGROUND:

The project involves the repair of an existing deteriorated asphalt base, asphalt resurfacing and the addition of a acrylic surface. In addition to the new surface, the courts will receive new striping, basketball poles, hoops and backboards. To prevent basketballs from rolling down the hill, new fencing will be added on the west side of the courts.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

The project is included in the FY 2016-2017 Adopted Budget under the Carry Community Capital Carryover Projects as Garvey Ranch Basketball Court and will be funded from the General Account No. 0010-801-5004-96085. A total of $75,000 was budgeted for this project.

Respectfully submitted by:

(for Dan Costley)

Dan Costley
Director of Recreation &
Community Services Dept.

Prepared by:

Robert Aguirre
Recreation Superintendent

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Resolution Authorizing Advertisement for RFP of the Project

ATTACHMENT 1

Resolution Authorizing Advertisement for RFP of the Project

RESOLUTION NO. __

A RESOLUTION APPROVING THE BID SPECIFICATIONS FOR THE GARVEY RANCH PARK IMPROVEMENTS OF EXISTING BASKETBALL COURTS PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

A. City staff prepared bid specifications for the Garvey Ranch Improvements of the Existing Basketball Courts (Project);

B. The City Engineer reviewed the completed bid specifications for the Project and agrees finds that the bid specifications are complete and the Project may be implemented; and

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and implementation of the Project.

SECTION 2: *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities having no significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: *Design Immunity; Authorization.*

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

SECTION 4: *Project Payment Account.* For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating General, Shop, and Sewer funds from the current fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 18th day January, 2017.

Mitchell Ing, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

Karl H. Berger, Assistant City Attorney

City Council Staff Report

DATE: January 18, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-F.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Purchase of Parts and Materials for Water Pipelines

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to enter into separate one-year contracts with Dangelo Co., Western Water Works Supply Co., S&J Supply Co., Inc., HD Supply, and United Water, in a form approved by the City Attorney, for a combined total not to exceed $150,000 to purchase water pipeline parts and materials; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Throughout the course of the year, staff purchases various parts and materials to maintain the City's water pipelines. On December 27, 2016, the City completed a bid process pursuant to Monterey Park Municipal Code Chapter 3.20 for purchasing water pipeline parts and materials. The purchased parts and materials are installed by City staff. Staff requests City Council authorization for the Interim City Manager to enter into separate one-year contracts with Dangelo Co., Western Water Works Supply Co., S&J Supply Co., Inc., HD Supply, and United Water, in a form approved by the City Attorney, for a combined total not to exceed $150,000 a year for water pipeline supplies.

BACKGROUND:

Each year, the Public Works Department/Water Division purchases approximately $150,000 in water supplies such as pipes, valves and related materials for new service installation and repair of existing water pipelines. In December 2016, staff solicited bids for 59 various types and sizes of pipes and related parts. These parts included pipes, elbows, plugs, curb stops, clamps, and couplings. The dimensions (i.e., 3/4" to 12") refer to the diameter of the pipe part. Five suppliers responded to the bid: Dangelo Co., Western Water Works Supply Co., S&J Supply Co., Inc., HD Supply Water Works, LTD and United Water Works. Vendors were asked to quote their costs for various types of parts that are commonly purchased during the fiscal year. The actual parts purchased will depend on the installations and repairs needed throughout the year. A summary of their costs for parts by size is provided in the following table:

	Dangelo	Western Water	S&J Supply	HD Supply	United Water
3/4" Parts					
Copper Tubing	$2.75	$3.01	$3.89	$3.00	$3.08
PJ x CC Corp Stop	$25.21	$25.55	$27.15	$28.47	$27.26
FIP Angle Stops	$22.34	$22.64	$24.65	$27.09	$25.99
90 Elbow PJ x MIP	$12.01	$12.17	$11.25	$14.49	$19.66
PJ Couplings	$14.08	$14.27	$13.65	$16.09	$15.22
1" Parts					
Copper Tubing	$3.30	$3.92	$4.34	$3.89	$4.00
PJ x CC Corp Stop	$38.17	$38.69	$48.80	$56.15	$41.22
FIP Angle Stops	$34.20	$34.66	$33.63	$47.40	$42.41
SS Clamp	$43.16	$38.67	$40.35	$29.36	$6.74
PJ Couplings	$15.36	$15.57	$15.85	$18.18	$17.41
2" Parts					
Copper Tubing	$10.33	$12.19	$12.25	$12.10	$13.54
Ball Valve MIP x FIP	$169.26	$216.89	$244.00	$237.45	$238.99
SSI Repair Band	$45.43	$40.54	$44.00	$31.07	$11.44
PJ Angle Stops	$235.91	$186.11	$231.00	$210.67	$202.00
PJ Couplings	$73.15	$74.15	$66.15	$82.09	$164.00
4" Parts					
DIP Class 52	$16.73	$17.56	$15.85	$23.46	$23.18
DIP Class 350	$14.32	$15.34	$17.35	$23.46	$20.24
CC Brass Saddle	$89.82	$91.04	$82.98	$98.47	$93.00
FLG Gate Valve AFC	$464.00	None	None	$462.19	None
FLG Valve Mueller	$435.00	$433.47	None	$598.32	None
FLG Valve Clow	$464.00	None	$485.00	$605.00	$464.00
Flanged Tee	$95.00	$78.95	$91.00	$97.06	$83.00
SS Repair Band	$98.25	$85.63	$97.00	$98.67	$132.00
SA Tapping Sleeve	$457.30	$306.88	$480.00	$426.82	$589.00
6" Parts					
DIP Class 52	$12.01	$12.61	$14.85	$17.08	$16.64
DIP Class 350	$9.67	$10.35	$11.85	$10.85	$13.66
FLG Gate Valve AFC	$620.00	None	None	$617.85	None
FLG Gate Valve Mueller	$581.50	$579.46	None	$799.82	None
FLG Gate Valve Clow	$620.00	None	$677.00	$805.00	$620.00
Flex Couplings	$118.50	$102.48	$79.00	$137.89	$123.00

SS Repair Band	$123.00	$102.94	$113.00	$130.39	$115.00
Jones 3700 Bolt Hydrant	$1,910.00	$1,950.83	$1,985.00	$2,112.75	$2,059.00
F.H. Spool Break away	$70.00	$70.19	$77.65	$84.67	$64.00
Bolt Hydrant Bury	$153.00	$176.84	$185.00	$246.67	$196.00
Solid FH Spool	$70.00	$70.19	$74.00	$83.82	$77.00
Break Away Bolt Kits	$5.25	$4.73	$9.00	$7.14	$5.30
8" Parts					
DIP Class 52	$16.99	$17.83	$19.35	$13.75	$23.53
DIP Class 350	$12.89	$13.80	$17.65	$12.52	$18.21
CC Brass Saddle	$118.29	$119.91	$117.00	$127.77	$122.00
FLG Gate Valve AFC	$991.23	None	None	$942.26	None
FLG Gate Valve Mueller	$908.40	$905.52	None	$1,250.00	None
FLG Gate Valve Clow	$991.23	None	$1,049.00	$1,265.00	$969.00
Flange x Flange Tee	$197.98	$164.53	$191.00	$793.80	$174.00
10" Parts					
DIP Class 52	$22.21	$23.32	$27.60	$39.01	$30.20
DIP Class 350	$16.58	$13.80	$19.10	$21.57	$23.42
CC Brass Saddle	$150.69	$152.75	$128.00	$162.92	$156.00
MJ FLG Valve AFC	$1,540.00	None	None	$1,441.38	None
FLG Gate Valve AFC	$1,540.00	None	None	$1,796.83	None
FLG Gate Valve Mueller	$1,444.04	$1,385.69	None	$1,986.18	None
FLG Gate Valve Clow	$1,540.00	None	$1,655.00	$1,550.00	$1,540.00
Flange x Flange Tee	$300.96	$250.11	$352.00	$307.48	$264.00
12" Parts					
DIP Class 52	$28.01	$29.41	$31.97	$23.03	$38.80
DIP Class 350	$21.27	$22.78	$24.06	$22.63	$30.05
CC Brass Saddle	$171.71	$174.05	$171.00	$176.64	$177.00
MJ FLG Valve AFC	$1,859.60	None	None	$1,740.95	None
FLG Gate Valve AFC	$1,859.60	None	None	$1,807.80	None
FLG Gate Valve Mueller	$1,743.46	$1,737.34	None	$2,398.75	None
FLG Gate Valve Clow	$1,859.60	None	$1,915.00	$2,450.00	$1,859.00
MJ x Flange Tee	$283.86	$235.89	$297.00	$447.25	$249.00
Margin on Unlisted Parts	10-20%	5%	9%	15%	10%

Due to the variation in pricing, there is no clear low bidder. Depending on the part or combination of parts being purchased each of the bidder may provide the lowest bid. For example, Dangelo is the lowest bidder on many items, but United Water is the lowest bidder on 6" F.H. Spool Break away, Western Water is the lowest on 2" PJ Angle Stops, S&J Supply is the lowest on 6" Flex Couplings, and HD Supply is the lowest on 8" DIP Class 52. For items not listed, Western Water charges the lowest margin at 5%. In addition, the five respondents are all reputable suppliers of quality water parts. As such, staff would like the option to purchase parts and materials from all five of the suppliers depending on the item(s) being purchased.

FISCAL IMPACT:

The FY2017 budget includes funds for parts and materials for pipelines. The funding source for the purchase of these supplies is water operations:

$50,000 from 0092-801-4223-23300 $15,000 from 0092-801-4221-23700
$50,000 from 0092-801-4222-23300 $35,000 from 0092-801-4222-23700

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Frank M. Heldman
Water Utility Manager

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

1. Dangelo Cost Proposal Form
2. Western Water Works Cost Proposal Form
3. S&J Supply Cost Proposal Form
4. HD Supply Cost Proposal Form
5. United Water Cost Proposal Form

ATTACHMENT 1
Dangelo Cost Proposal Form

Exhibit B

Pipe Supplies
Cost Proposal Form
December 19, 2016

Dangelo

Only enter figures in highlighted cells

	SUMMARY TABLE	Total $
A	Totals 3/4" Parts	$ 1,358.20
B	Totals 1" Parts	$ 1,842.45
C	Totals 2" Parts	$ 6,337.55
D	Totals 4" Parts	$ 21,694.85
E	Totals 6" Parts	$ 29,161.05
F	Totals 8" Parts	$ 26,792.45
G	Totals 10" Parts	$ 46,542.85
H	Totals 12" Parts	$ 56,629.95
	TOTAL	$ 190,359.35

	A 3/4" Parts	Units	Qty	Unit $	Extended $
1	3/4" Copper Tubing - 60' Roll of (Type K) $/foot	Feet	360	$2.75	$990.00
2	3/4" P.J. x C.C. Corp Stop	ea	5	$25.21	$126.05
3	3/4" F.I.P. Angle Stops	ea	5	$22.34	$111.70
4	3/4" 90 Elbow P.J. x M.I.P.	ea	5	$12.01	$60.05
5	3/4" P.J. Couplings - Compression	ea	5	$14.08	$70.40
				Totals 3/4" Parts	$1,358.20

	B 1" Parts	Units	Qty	Unit $	Extended $
1	1" Copper Tubing - 60' Roll of Type K	Feet	360	$3.30	$1,188.00
2	1" P.J. x C.C. Corp Stop	ea	5	$38.17	$190.85
3	1" F.I.P. Angle Stops	ea	5	$34.20	$171.00
4	1" x 6" Stainless Steel Repair Band for Copper	ea	5	$43.16	$215.80
5	1" P.J. Couplings - Compression	ea	5	$15.36	$76.80
				Totals 1" Parts	$1,842.45

	C 2" Parts	Units	Qty	Unit $	Extended $
1	2" Copper Tubing	ea	360	$10.33	$3,718.80
2	2" Ball Valve M.I.P x F.I.P.	ea	5	$169.26	$846.30
3	2" x 6" Stainless Steel Repair Band for Copper	ea	5	$45.43	$227.15
4	2" P.J. Angle Stops	ea	5	$235.91	$1,179.55
5	2" P.J. x 2" P.J. Couplings	ea	5	$73.15	$365.75
				Totals 2" Parts	$6,337.55

	D 4" Parts	Units	Qty	Unit $	Extended $
1	4" D.I.P. Class 52	Feet	360	$16.73	$6,022.80
2	4" D.I.P. Class 350	Feet	360	$14.32	$5,155.20
3	4" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$89.82	$449.10
4	4" Flange x Flange Gate Valve - AFC only	ea	5	$464.00	$2,320.00
5	4" Flange x Flange Gate Valve - Mueller	ea	5	$435.00	$2,175.00
6	4" Flange x Flange Gate Valve - Clow	ea	5	$464.00	$2,320.00
7	4" Flange x Flange Tee	ea	5	$95.00	$475.00
8	4" x 12" Stainless Steel Repair Band O.D. 4.74-5.14 single wrap clamp	ea	5	$98.25	$491.25
9	4" x 4" Stainless Steel Tapping sleeve for C.I.P., D.I.P.,A.C.P.	ea	5	$457.30	$2,286.50
				Totals 4" Parts	$21,694.85

E	6" Parts	Units	Qty	Unit $	Extended $
1	6" D.I.P. Class 52	Feet	360	$12.01	$4,323.60
2	6" D.I.P. Class 350	Feet	360	$9.67	$3,481.20
3	6" Flange x Flange Gate Valve - AFC only	ea	5	$620.00	$3,100.00
4	6" Flange x Flange Gate Valve - Mueller	ea	5	$581.50	$2,907.50
5	6" Flange x Flange Gate Valve - Clow	ea	5	$620.00	$3,100.00
6	6" Flex Couplings for D.I.P to C.I.P.	ea	5	$118.50	$592.50
7	6" x 12" Stainless Steel Repair Band O.D. 6.84-7.24 single wrap clamp	ea	5	$123.00	$615.00
8	Jones 3700 6 Bolt Pattern Fire Hydrant	ea	5	$1,910.00	$9,550.00
9	6" x 12" Break away F.H. Spool - 6 Hole	ea	5	$70.00	$350.00
10	6" x 36" 6 Bolt Pattern x M.J. Fire Hydrant Bury	ea	5	$153.00	$765.00
11	6" x 12" Solid F.H. Spool - 6 Hole	ea	5	$70.00	$350.00
12	6" Break Away Bolt Kits	ea	5	$5.25	$26.25
				Totals 6" Parts	**$29,161.05**

F	8" Parts	Units	Qty	Unit $	Extended $
1	8" D.I.P. Class 52	Feet	360	$16.99	$6,116.40
2	8" D.I.P. Class 350	Feet	360	$12.89	$4,640.40
3	8" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$118.29	$591.45
4	8" Flange x Flange Gate Valve - AFC only	ea	5	$991.23	$4,956.15
5	8" Flange x Flange Gate Valve - Mueller	ea	5	$908.40	$4,542.00
6	8" Flange x Flange Gate Valve - Clow	ea	5	$991.23	$4,956.15
7	8" Flange x Flange Tee	ea	5	$197.98	$989.90
				Totals 8" Parts	**$26,792.45**

G	10" Parts	Units	Qty	Unit $	Extended $
1	10" D.I.P. Class 52	Feet	360	$22.21	$7,995.60
2	10" D.I.P. Class 350	Feet	360	$16.58	$5,968.80
3	10" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$150.69	$753.45
4	10" M.J. x Flange Gate Valve - AFC only	ea	5	$1,540.00	$7,700.00
5	10" Flange x Flange Gate Valve - AFC only	ea	5	$1,540.00	$7,700.00
6	10" Flange x Flange Gate Valve - Mueller	ea	5	$1,444.04	$7,220.20
7	10" Flange x Flange Gate Valve - Clow	ea	5	$1,540.00	$7,700.00
8	10" Flange x Flange Tee	ea	5	$300.96	$1,504.80
				Totals 10" Parts	**$46,542.85**

H	12" Parts	Units	Qty	Unit $	Extended $
1	12" D.I.P. Class 52	ea	360	$28.01	$10,083.60
2	12" D.I.P. Class 350	ea	360	$21.27	$7,657.20
3	12" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	Feet	5	$171.71	$858.55
4	12" M.J. x Flange Gate Valve - AFC only	Feet	5	$1,859.60	$9,298.00
5	12" Flange x Flange Gate Valve - AFC only	ea	5	$1,859.60	$9,298.00
6	12" Flange x Flange Gate Valve - Mueller	ea	5	$1,743.46	$8,717.30
7	12" Flange x Flange Gate Valve - Clow	ea	5	$1,859.60	$9,298.00
8	12" M.J. x Flange Tee	ea	5	$283.86	$1,419.30
				Totals 12" Parts	**$56,629.95**

Margin declared on items listed and unlisted (%) | **10-20%**

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

DANGELO CO. 601 S. HARBOR BLVD., LA HABRA 90631

Company | Address

CRIS ALATORRE

Name (Print) | Signature

562) 690-1100 | SALES

Phone No. | Title of Person Signing Bid

ATTACHMENT 2
Western Water Works Cost Proposal Form

Exhibit B

Pipe Supplies
Cost Proposal Form
December 19, 2016

Western Water Works

Only enter figures in highlighted cells

SUMMARY TABLE	Total $
Totals 3/4" Parts	$ 1,456.75
Totals 1" Parts	$ 2,049.15
Totals 2" Parts	$ 6,976.85
Totals 4" Parts	$ 16,823.85
Totals 6" Parts	$ 23,553.90
Totals 8" Parts	$ 17,336.60
Totals 10" Parts	$ 22,305.95
Totals 12" Parts	$ 29,524.80
TOTAL	**$ 120,027.85**

3/4" Parts	Units	Qty	Unit $	Extended $
3/4" Copper Tubing - 60' Roll of (Type K) $/foot	Feet	360	$3.01	$1,083.60
3/4" P.J. x C.C. Corp Stop	ea	5	$25.55	$127.75
3/4" F.I.P. Angle Stops	ea	5	$22.64	$113.20
3/4" 90 Elbow P.J. x M.I.P.	ea	5	$12.17	$60.85
3/4" P.J. Couplings - Compression	ea	5	$14.27	$71.35
			Totals 3/4" Parts	**$1,456.75**

1" Parts	Units	Qty	Unit $	Extended $
1" Copper Tubing - 60' Roll of Type K	Feet	360	$3.92	$1,411.20
1" P.J. x C.C. Corp Stop	ea	5	$38.69	$193.45
1" F.I.P. Angle Stops	ea	5	$34.66	$173.30
1" x 6" Stainless Steel Repair Band for Copper	ea	5	$38.67	$193.35
1" P.J. Couplings - Compression	ea	5	$15.57	$77.85
			Totals 1" Parts	**$2,049.15**

2" Parts	Units	Qty	Unit $	Extended $
2" Copper Tubing	ea	360	$12.19	$4,388.40
2" Ball Valve M.I.P x F.I.P.	ea	5	$216.89	$1,084.45
2" x 6" Stainless Steel Repair Band for Copper	ea	5	$40.54	$202.70
2" P.J. Angle Stops	ea	5	$186.11	$930.55
2" P.J. x 2" P.J. Couplings	ea	5	$74.15	$370.75
			Totals 2" Parts	**$6,976.85**

4" Parts	Units	Qty	Unit $	Extended $
4" D.I.P. Class 52	Feet	360	$17.56	$6,321.60
4" D.I.P. Class 350	Feet	360	$15.34	$5,522.40
4" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$91.04	$455.20
4" Flange x Flange Gate Valve - AFC only	ea	5		$0.00
4" Flange x Flange Gate Valve - Mueller	ea	5	$433.47	$2,167.35
4" Flange x Flange Gate Valve - Clow	ea	5		$0.00
4" Flange x Flange Tee	ea	5	$78.95	$394.75
4" x 12" Stainless Steel Repair Band O.D. 4.74-5.14 single wrap clamp	ea	5	$85.63	$428.15
4" x 4" Stainless Steel Tapping sleeve for C.I.P., D.I.P.,A.C.P.	ea	5	$306.88	$1,534.40
			Totals 4" Parts	**$16,823.85**

6" Parts	Units	Qty	Unit $	Extended $
6" D.I.P. Class 52	Feet	360	$12.61	$4,539.60
6" D.I.P. Class 350	Feet	360	$10.35	$3,726.00
6" Flange x Flange Gate Valve - AFC only	ea	5		$0.00
6" Flange x Flange Gate Valve - Mueller	ea	5	$579.46	$2,897.30
6" Flange x Flange Gate Valve - Clow	ea	5		$0.00
6" Flex Couplings for D.I.P to C.I.P.	ea	5	$102.48	$512.40
6" x 12" Stainless Steel Repair Band O.D. 6.84-7.24 single wrap clamp	ea	5	$102.94	$514.70
Jones 3700 6 Bolt Pattern Fire Hydrant	ea	5	$1,950.83	$9,754.15
6" x 12" Break away F.H. Spool - 6 Hole	ea	5	$70.19	$350.95
6" x 36" 6 Bolt Pattern x M.J. Fire Hydrant Bury	ea	5	$176.84	$884.20
6" x 12" Solid F.H. Spool - 6 Hole	ea	5	$70.19	$350.95
6" Break Away Bolt Kits	ea	5	$4.73	$23.65
			Totals 6" Parts	**$23,553.90**

8" Parts	Units	Qty	Unit $	Extended $
8" D.I.P. Class 52	Feet	360	$17.83	$6,418.80
8" D.I.P. Class 350	Feet	360	$13.80	$4,968.00
8" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$119.91	$599.55
8" Flange x Flange Gate Valve - AFC only	ea	5		$0.00
8" Flange x Flange Gate Valve - Mueller	ea	5	$905.52	$4,527.60
8" Flange x Flange Gate Valve - Clow	ea	5		$0.00
8" Flange x Flange Tee	ea	5	$164.53	$822.65
			Totals 8" Parts	**$17,336.60**

10" Parts	Units	Qty	Unit $	Extended $
10" D.I.P. Class 52	Feet	360	$23.32	$8,395.20
10" D.I.P. Class 350	Feet	360	$13.80	$4,968.00
10" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$152.75	$763.75
10" M.J. x Flange Gate Valve - AFC only	ea	5		$0.00
10" Flange x Flange Gate Valve - AFC only	ea	5		$0.00
10" Flange x Flange Gate Valve - Mueller	ea	5	$1,385.69	$6,928.45
10" Flange x Flange Gate Valve - Clow	ea	5		$0.00
10" Flange x Flange Tee	ea	5	$250.11	$1,250.55
			Totals 10" Parts	**$22,305.95**

12" Parts	Units	Qty	Unit $	Extended $
12" D.I.P. Class 52	ea	360	$29.41	$10,587.60
12" D.I.P. Class 350	ea	360	$22.78	$8,200.80
12" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	Feet	5	$174.05	$870.25
12" M.J. x Flange Gate Valve - AFC only	Feet	5		$0.00
12" Flange x Flange Gate Valve - AFC only	ea	5		$0.00
12" Flange x Flange Gate Valve - Mueller	ea	5	$1,737.34	$8,686.70
12" Flange x Flange Gate Valve - Clow	ea	5		$0.00
12" M.J. x Flange Tee	ea	5	$235.89	$1,179.45
			Totals 12" Parts	**$29,524.80**

Margin declared on items listed and unlisted (%) 5%

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

WESTERN WATER WORKS SUPPLY CO	2024 MERCED AV SO EL MONTE CA 91733
Company	Address
DOMINIC SCIGLIANO	Dominic Sciegliano
Name (Print)	Signature
909-630-6371	SECRETARY
Phone No.	Title of Person Signing Bid

ATTACHMENT 3
S & J Supply Company Cost Proposal Form

Exhibit B

Pipe Supplies
Cost Proposal Form
December 19, 2016

S&J Supply Company

Only enter figures in highlighted cells

	SUMMARY TABLE	Total $
A	Totals 3/4" Parts	$ 1,783.90
B	Totals 1" Parts	$ 2,255.55
C	Totals 2" Parts	$ 7,335.75
D	Totals 4" Parts	$ 18,131.90
E	Totals 6" Parts	$ 25,610.25
F	Totals 8" Parts	$ 20,105.00
G	Totals 10" Parts	$ 27,487.00
H	Totals 12" Parts	$ 32,085.80
	TOTAL	$ 134,795.15

A	3/4" Parts	Units	Qty	Unit $	Extended $
1	3/4" Copper Tubing - 60' Roll of (Type K) $/foot	Feet	360	$3.89	$1,400.40
2	3/4" P.J. x C.C. Corp Stop	ea	5	$27.15	$135.75
3	3/4" F.I.P. Angle Stops	ea	5	$24.65	$123.25
4	3/4" 90 Elbow P.J. x M.I.P.	ea	5	$11.25	$56.25
5	3/4" P.J. Couplings - Compression	ea	5	$13.65	$68.25
				Totals 3/4" Parts	$1,783.90

B	1" Parts	Units	Qty	Unit $	Extended $
1	1" Copper Tubing - 60' Roll of Type K	Feet	360	$4.34	$1,562.40
2	1" P.J. x C.C. Corp Stop	ea	5	$48.80	$244.00
3	1" F.I.P. Angle Stops	ea	5	$33.63	$168.15
4	1" x 6" Stainless Steel Repair Band for Copper	ea	5	$40.35	$201.75
5	1" P.J. Couplings - Compression	ea	5	$15.85	$79.25
				Totals 1" Parts	$2,255.55

C	2" Parts	Units	Qty	Unit $	Extended $
1	2" Copper Tubing	ea	360	$12.25	$4,410.00
2	2" Ball Valve M.I.P x F.I.P.	ea	5	$244.00	$1,220.00
3	2" x 6" Stainless Steel Repair Band for Copper	ea	5	$44.00	$220.00
4	2" P.J. Angle Stops	ea	5	$231.00	$1,155.00
5	2" P.J. x 2" P.J. Couplings	ea	5	$66.15	$330.75
				Totals 2" Parts	$7,335.75

D	4" Parts	Units	Qty	Unit $	Extended $
1	4" D.I.P. Class 52	Feet	360	$15.85	$5,706.00
2	4" D.I.P. Class 350	Feet	360	$17.35	$6,246.00
3	4" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$82.98	$414.90
4	4" Flange x Flange Gate Valve - AFC only	ea	5		$0.00
5	4" Flange x Flange Gate Valve - Mueller	ea	5		$0.00
6	4" Flange x Flange Gate Valve - Clow	ea	5	$485.00	$2,425.00
7	4" Flange x Flange Tee	ea	5	$91.00	$455.00
8	4" x 12" Stainless Steel Repair Band O.D. 4.74-5.14 single wrap clamp	ea	5	$97.00	$485.00
9	4" x 4" Stainless Steel Tapping sleeve for C.I.P., D.I.P.,A.C.P.	ea	5	$480.00	$2,400.00
				Totals 4" Parts	$18,131.90

E	6" Parts	Units	Qty	Unit $	Extended $
1	6" D.I.P. Class 52	Feet	360	$14.85	$5,346.00
2	6" D.I.P. Class 350	Feet	360	$11.85	$4,266.00
3	6" Flange x Flange Gate Valve - AFC only	ea	5		$0.00
4	6" Flange x Flange Gate Valve - Mueller	ea	5		$0.00
5	6" Flange x Flange Gate Valve - Clow	ea	5	$677.00	$3,385.00
6	6" Flex Couplings for D.I.P to C.I.P.	ea	5	$79.00	$395.00
7	6" x 12" Stainless Steel Repair Band O.D. 6.84-7.24 single wrap clamp	ea	5	$113.00	$565.00
8	Jones 3700 6 Bolt Pattern Fire Hydrant	ea	5	$1,985.00	$9,925.00
9	6" x 12" Break away F.H. Spool - 6 Hole	ea	5	$77.65	$388.25
10	6" x 36" 6 Bolt Pattern x M.J. Fire Hydrant Bury	ea	5	$185.00	$925.00
11	6" x 12" Solid F.H. Spool - 6 Hole	ea	5	$74.00	$370.00
12	6" Break Away Bolt Kits	ea	5	$9.00	$45.00
				Totals 6" Parts	$25,610.25

F	8" Parts	Units	Qty	Unit $	Extended $
1	8" D.I.P. Class 52	Feet	360	$19.35	$6,966.00
2	8" D.I.P. Class 350	Feet	360	$17.65	$6,354.00
3	8" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$117.00	$585.00
4	8" Flange x Flange Gate Valve - AFC only	ea	5		$0.00
5	8" Flange x Flange Gate Valve - Mueller	ea	5		$0.00
6	8" Flange x Flange Gate Valve - Clow	ea	5	$1,049.00	$5,245.00
7	8" Flange x Flange Tee	ea	5	$191.00	$955.00
				Totals 8" Parts	$20,105.00

G	10" Parts	Units	Qty	Unit $	Extended $
1	10" D.I.P. Class 52	Feet	360	$27.60	$9,936.00
2	10" D.I.P. Class 350	Feet	360	$19.10	$6,876.00
3	10" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$128.00	$640.00
4	10" M.J. x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
5	10" Flange x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
6	10" Flange x Flange Gate Valve - Mueller	ea	5	$0.00	$0.00
7	10" Flange x Flange Gate Valve - Clow	ea	5	$1,655.00	$8,275.00
8	10" Flange x Flange Tee	ea	5	$352.00	$1,760.00
				Totals 10" Parts	$27,487.00

H	12" Parts	Units	Qty	Unit $	Extended $
1	12" D.I.P. Class 52	ea	360	$31.97	$11,509.20
2	12" D.I.P. Class 350	ea	360	$24.06	$8,661.60
3	12" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	Feet	5	$171.00	$855.00
4	12" M.J. x Flange Gate Valve - AFC only	Feet	5	$0.00	$0.00
5	12" Flange x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
6	12" Flange x Flange Gate Valve - Mueller	ea	5	$0.00	$0.00
7	12" Flange x Flange Gate Valve - Clow	ea	5	$1,915.00	$9,575.00
8	12" M.J. x Flange Tee	ea	5	$297.00	$1,485.00
				Totals 12" Parts	$32,085.80

Margin declared on items listed and unlisted (%) 9%

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

S & J SUPPLY CO., INC.

Company

13105 FLORENCE AVE., SANTA FE SPRINGS, CA 90670

DEBRA DURAN

Name (Print)

D. Duran

Signature

562-944-7433

Phone No.

MUNICIPAL SALES MANAGER

Title of Person Signing Bid

ATTACHMENT 4
HD Supply Cost Proposal Form

Exhibit B

Pipe Supplies
Cost Proposal Form
December 19, 2016

HD Suppply Waterworks

Only enter figures in highlighted cells

	SUMMARY TABLE	Total $
A	Totals 3/4" Parts	$ 1,510.70
B	Totals 1" Parts	$ 2,155.85
C	Totals 2" Parts	$ 7,162.40
D	Totals 4" Parts	$ 28,823.85
E	Totals 6" Parts	$ 35,184.80
F	Totals 8" Parts	$ 31,351.35
G	Totals 10" Parts	$ 58,032.75
H	Totals 12" Parts	$ 61,544.55
	TOTAL	**$ 225,766.25**

	A 3/4" Parts	**Units**	**Qty**	**Unit $**	**Extended $**
1	3/4" Copper Tubing - 60' Roll of (Type K) $/foot	Feet	360	$3.00	$1,080.00
2	3/4" P.J. x C.C. Corp Stop	ea	5	$28.47	$142.35
3	3/4" F.I.P. Angle Stops	ea	5	$27.09	$135.45
4	3/4" 90 Elbow P.J. x M.I.P.	ea	5	$14.49	$72.45
5	3/4" P.J. Couplings - Compression	ea	5	$16.09	$80.45
				Totals 3/4" Parts	**$1,510.70**

	B 1" Parts	**Units**	**Qty**	**Unit $**	**Extended $**
1	1" Copper Tubing - 60' Roll of Type K	Feet	360	$3.89	$1,400.40
2	1" P.J. x C.C. Corp Stop	ea	5	$56.15	$280.75
3	1" F.I.P. Angle Stops	ea	5	$47.40	$237.00
4	1" x 6" Stainless Steel Repair Band for Copper	ea	5	$29.36	$146.80
5	1" P.J. Couplings - Compression	ea	5	$18.18	$90.90
				Totals 1" Parts	**$2,155.85**

	C 2" Parts	**Units**	**Qty**	**Unit $**	**Extended $**
1	2" Copper Tubing	ea	360	$12.10	$4,356.00
2	2" Ball Valve M.I.P x F.I.P.	ea	5	$237.45	$1,187.25
3	2" x 6" Stainless Steel Repair Band for Copper	ea	5	$31.07	$155.35
4	2" P.J. Angle Stops	ea	5	$210.67	$1,053.35
5	2" P.J. x 2" P.J. Couplings	ea	5	$82.09	$410.45
				Totals 2" Parts	**$7,162.40**

	D 4" Parts	**Units**	**Qty**	**Unit $**	**Extended $**
1	4" D.I.P. Class 52	Feet	360	$23.46	$8,445.60
2	4" D.I.P. Class 350	Feet	360	$23.46	$8,445.60
3	4" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$98.47	$492.35
4	4" Flange x Flange Gate Valve - AFC only	ea	5	$462.19	$2,310.95
5	4" Flange x Flange Gate Valve - Mueller	ea	5	$598.32	$2,991.60
6	4" Flange x Flange Gate Valve - Clow	ea	5	$605.00	$3,025.00
7	4" Flange x Flange Tee	ea	5	$97.06	$485.30
8	4" x 12" Stainless Steel Repair Band O.D. 4.74-5.14 single wrap clamp	ea	5	$98.67	$493.35
9	4" x 4" Stainless Steel Tapping sleeve for C.I.P., D.I.P.,A.C.P.	ea	5	$426.82	$2,134.10
				Totals 4" Parts	**$28,823.85**

E	6" Parts	Units	Qty	Unit $	Extended $
1	6" D.I.P. Class 52	Feet	360	$17.08	$6,148.80
2	6" D.I.P. Class 350	Feet	360	$10.85	$3,906.00
3	6" Flange x Flange Gate Valve - AFC only	ea	5	$617.85	$3,089.25
4	6" Flange x Flange Gate Valve - Mueller	ea	5	$799.82	$3,999.10
5	6" Flange x Flange Gate Valve - Clow	ea	5	$805.00	$4,025.00
6	6" Flex Couplings for D.I.P to C.I.P.	ea	5	$137.89	$689.45
7	6" x 12" Stainless Steel Repair Band O.D. 6.84-7.24 single wrap clamp	ea	5	$130.39	$651.95
8	Jones 3700 6 Bolt Pattern Fire Hydrant	ea	5	$2,112.75	$10,563.75
9	6" x 12" Break away F.H. Spool - 6 Hole	ea	5	$84.67	$423.35
10	6" x 36" 6 Bolt Pattern x M.J. Fire Hydrant Bury	ea	5	$246.67	$1,233.35
11	6" x 12" Solid F.H. Spool - 6 Hole	ea	5	$83.82	$419.10
12	6" Break Away Bolt Kits	ea	5	$7.14	$35.70
				Totals 6" Parts	**$35,184.80**

F	8" Parts	Units	Qty	Unit $	Extended $
1	8" D.I.P. Class 52	Feet	360	$13.75	$4,950.00
2	8" D.I.P. Class 350	Feet	360	$12.52	$4,507.20
3	8" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$127.77	$638.85
4	8" Flange x Flange Gate Valve - AFC only	ea	5	$942.26	$4,711.30
5	8" Flange x Flange Gate Valve - Mueller	ea	5	$1,250.00	$6,250.00
6	8" Flange x Flange Gate Valve - Clow	ea	5	$1,265.00	$6,325.00
7	8" Flange x Flange Tee	ea	5	$793.80	$3,969.00
				Totals 8" Parts	**$31,351.35**

G	10" Parts	Units	Qty	Unit $	Extended $
1	10" D.I.P. Class 52	Feet	360	$39.01	$14,043.60
2	10" D.I.P. Class 350	Feet	360	$21.57	$7,765.20
3	10" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$162.92	$814.60
4	10" M.J. x Flange Gate Valve - AFC only	ea	5	$1,441.38	$7,206.90
5	10" Flange x Flange Gate Valve - AFC only	ea	5	$1,796.83	$8,984.15
6	10" Flange x Flange Gate Valve - Mueller	ea	5	$1,986.18	$9,930.90
7	10" Flange x Flange Gate Valve - Clow	ea	5	$1,550.00	$7,750.00
8	10" Flange x Flange Tee	ea	5	$307.48	$1,537.40
				Totals 10" Parts	**$58,032.75**

H	12" Parts	Units	Qty	Unit $	Extended $
1	12" D.I.P. Class 52	ea	360	$23.03	$8,290.80
2	12" D.I.P. Class 350	ea	360	$22.63	$8,146.80
3	12" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	Feet	5	$176.64	$883.20
4	12" M.J. x Flange Gate Valve - AFC only	Feet	5	$1,740.95	$8,704.75
5	12" Flange x Flange Gate Valve - AFC only	ea	5	$1,807.80	$9,039.00
6	12" Flange x Flange Gate Valve - Mueller	ea	5	$2,398.75	$11,993.75
7	12" Flange x Flange Gate Valve - Clow	ea	5	$2,450.00	$12,250.00
8	12" M.J. x Flange Tee	ea	5	$447.25	$2,236.25
				Totals 12" Parts	**$61,544.55**

Margin declared on items listed and unlisted (%) 15%

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

HD SUPPLY WATER WORKS, LTD	3132 WESTMINSTER AVE., SANTA ANA,CA 92703
Company	Address
EUGENE RUIZ	EUGENE RUIZ
Name (Print)	Signature
661-289-2719	SALES REPRESENTATIVE
Phone No.	Title of Person Signing Bid

ATTACHMENT 5
United Water Cost Proposal Form

Exhibit B

Pipe Supplies
Cost Proposal Form
December 19, 2016

United Water Works

Only enter figures in highlighted cells

	SUMMARY TABLE	Total $
A	Totals 3/4" Parts	$ 1,549.45
B	Totals 1" Parts	$ 1,978.90
C	Totals 2" Parts	$ 7,956.55
D	Totals 4" Parts	$ 22,436.20
E	Totals 6" Parts	$ 27,204.50
F	Totals 8" Parts	$ 21,351.40
G	Totals 10" Parts	$ 29,103.20
H	Totals 12" Parts	$ 36,211.00
	TOTAL	**$ 147,791.20**

A	3/4" Parts	Units	Qty	Unit $	Extended $
1	3/4" Copper Tubing - 60' Roll of (Type K) $/foot	Feet	360	$3.08	$1,108.80
2	3/4" P.J. x C.C. Corp Stop	ea	5	$27.26	$136.30
3	3/4" F.I.P. Angle Stops	ea	5	$25.99	$129.95
4	3/4" 90 Elbow P.J. x M.I.P.	ea	5	$19.66	$98.30
5	3/4" P.J. Couplings - Compression	ea	5	$15.22	$76.10
				Totals 3/4" Parts	**$1,549.45**

B	1" Parts	Units	Qty	Unit $	Extended $
1	1" Copper Tubing - 60' Roll of Type K	Feet	360	$4.00	$1,440.00
2	1" P.J. x C.C. Corp Stop	ea	5	$41.22	$206.10
3	1" F.I.P. Angle Stops	ea	5	$42.41	$212.05
4	1" x 6" Stainless Steel Repair Band for Copper	ea	5	$6.74	$33.70
5	1" P.J. Couplings - Compression	ea	5	$17.41	$87.05
				Totals 1" Parts	**$1,978.90**

C	2" Parts	Units	Qty	Unit $	Extended $
1	2" Copper Tubing	ea	360	$13.54	$4,874.40
2	2" Ball Valve M.I.P x F.I.P.	ea	5	$238.99	$1,194.95
3	2" x 6" Stainless Steel Repair Band for Copper	ea	5	$11.44	$57.20
4	2" P.J. Angle Stops	ea	5	$202.00	$1,010.00
5	2" P.J. x 2" P.J. Couplings	ea	5	$164.00	$820.00
				Totals 2" Parts	**$7,956.55**

D	4" Parts	Units	Qty	Unit $	Extended $
1	4" D.I.P. Class 52	Feet	360	$23.18	$8,344.80
2	4" D.I.P. Class 350	Feet	360	$20.24	$7,286.40
3	4" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$93.00	$465.00
4	4" Flange x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
5	4" Flange x Flange Gate Valve - Mueller	ea	5	$0.00	$0.00
6	4" Flange x Flange Gate Valve - Clow	ea	5	$464.00	$2,320.00
7	4" Flange x Flange Tee	ea	5	$83.00	$415.00
8	4" x 12" Stainless Steel Repair Band O.D. 4.74-5.14 single wrap clamp	ea	5	$132.00	$660.00
9	4" x 4" Stainless Steel Tapping sleeve for C.I.P., D.I.P.,A.C.P.	ea	5	$589.00	$2,945.00
				Totals 4" Parts	**$22,436.20**

E	6" Parts	Units	Qty	Unit $	Extended $
1	6" D.I.P. Class 52	Feet	360	$16.64	$5,990.40
2	6" D.I.P. Class 350	Feet	360	$13.66	$4,917.60
3	6" Flange x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
4	6" Flange x Flange Gate Valve - Mueller	ea	5	$0.00	$0.00
5	6" Flange x Flange Gate Valve - Clow	ea	5	$620.00	$3,100.00
6	6" Flex Couplings for D.I.P to C.I.P.	ea	5	$123.00	$615.00
7	6" x 12" Stainless Steel Repair Band O.D. 6.84-7.24 single wrap clamp	ea	5	$115.00	$575.00
8	Jones 3700 6 Bolt Pattern Fire Hydrant	ea	5	$2,059.00	$10,295.00
9	6" x 12" Break away F.H. Spool - 6 Hole	ea	5	$64.00	$320.00
10	6" x 36" 6 Bolt Pattern x M.J. Fire Hydrant Bury	ea	5	$196.00	$980.00
11	6" x 12" Solid F.H. Spool - 6 Hole	ea	5	$77.00	$385.00
12	6" Break Away Bolt Kits	ea	5	$5.30	$26.50
				Totals 6" Parts	**$27,204.50**

F	8" Parts	Units	Qty	Unit $	Extended $
1	8" D.I.P. Class 52	Feet	360	$23.53	$8,470.80
2	8" D.I.P. Class 350	Feet	360	$18.21	$6,555.60
3	8" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$122.00	$610.00
4	8" Flange x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
5	8" Flange x Flange Gate Valve - Mueller	ea	5	$0.00	$0.00
6	8" Flange x Flange Gate Valve - Clow	ea	5	$969.00	$4,845.00
7	8" Flange x Flange Tee	ea	5	$174.00	$870.00
				Totals 8" Parts	**$21,351.40**

G	10" Parts	Units	Qty	Unit $	Extended $
1	10" D.I.P. Class 52	Feet	360	$30.20	$10,872.00
2	10" D.I.P. Class 350	Feet	360	$23.42	$8,431.20
3	10" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$156.00	$780.00
4	10" M.J. x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
5	10" Flange x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
6	10" Flange x Flange Gate Valve - Mueller	ea	5	$0.00	$0.00
7	10" Flange x Flange Gate Valve - Clow	ea	5	$1,540.00	$7,700.00
8	10" Flange x Flange Tee	ea	5	$264.00	$1,320.00
				Totals 10" Parts	**$29,103.20**

H	12" Parts	Units	Qty	Unit $	Extended $
1	12" D.I.P. Class 52	ea	360	$38.80	$13,968.00
2	12" D.I.P. Class 350	ea	360	$30.05	$10,818.00
3	12" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	Feet	5	$177.00	$885.00
4	12" M.J. x Flange Gate Valve - AFC only	Feet	5	$0.00	$0.00
5	12" Flange x Flange Gate Valve - AFC only	ea	5	$0.00	$0.00
6	12" Flange x Flange Gate Valve - Mueller	ea	5	$0.00	$0.00
7	12" Flange x Flange Gate Valve - Clow	ea	5	$1,859.00	$9,295.00
8	12" M.J. x Flange Tee	ea	5	$249.00	$1,245.00
				Totals 12" Parts	**$36,211.00**

Margin declared on items listed and unlisted (%) 10%

PROPOSER TO READ

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

UNITED WATER WORKS	1313 E HUNTER AVE
Company	Address
DIMAS AVILA	Dimas Avila
Name (Print)	Signature
714-542-0711	
Phone No.	Title of Person Signing Bid

City Council Staff Report

DATE: January 18, 2017

AGENDA ITEM NO: New Business Agenda Item 6-G.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Approval of Resolution to Change Street Name from Greenwood Avenue to Market Place Drive, and Accept Renamed Portion of Market Place Drive into City's Roadway System.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution changing the street name of Greenwood Avenue to Market Place Drive, and accepting the renamed portion of Market Place Drive into the City's roadway system; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

M & M Realty Partners, the owner and developer of the Monterey Park Market Place project, has requested a change of the street name entering the Market Place from Potrero Grande Drive. Staff is requesting the City Council's approval of a resolution changing the street name from Greenwood Avenue to Market Place Drive to designate the Monterey Park entrance into the Market Place project. The resolution would also accept the renamed portion of Market Place Drive into the City's roadway system.

BACKGROUND:

Greenwood Avenue is a public street that extends approximately 660 feet south of Potrero Grande Drive adjacent to Southern California Edison's Montebello Service Station. It continues southerly as a private access road another 490 feet to the northern boundary of the Market Place Project. It then heads in a southwesterly direction along the Market Place boundary, crosses the 60 Freeway, and terminates at the OII (Operating Industries, Inc.) Landfill/New Cure Offices.

As part of the Market Place Project, M & M Realty Partners will be constructing street improvements on both the public and private portions (1150 feet total) of Greenwood Avenue. The street improvements will include new pavement, sidewalks, curb ramps, a median island, and utilities that will be aligned with and tie into the future Market Place Drive access road that will extend through the Market Place development. Therefore, the developer has requested that Greenwood Avenue be renamed to Market Place Drive to designate the new Monterey Park entrance into the Market Place site. As a

result, staff is requesting the City Council's approval of a resolution changing the street name from Greenwood Avenue to Market Place Drive, and accepting the renamed portion of Market Place Drive (490 feet) into the City's roadway system for maintenance.

As noted, the renamed portion of Market Place Drive will be a public street to be maintained by the City; however, the access road portion of Market Place Drive that extends into the development will be maintained by the developer as shown in Exhibit "A." In addition, the remaining portion of Greenwood Avenue will continue as a private access road to the OII Landfill.

CEQA (California Environmental Quality Act):

The Project is exempt from further review under the CEQA Regulations pursuant to CEQA Guidelines §§ 15061(b)(3) (the "Common Sense Exemption") and 15301 ("Existing Facilities").

FISCAL IMPACT:

There is no fiscal impact to the City.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachment 1 - Proposed Resolution
Attachment 2 - Exhibit "A" Map

ATTACHMENT 1
Resolution No.

RESOLUTION NO. ____

A RESOLUTION TO CHANGE THE STREET NAME OF GREENWOOD AVENUE TO MARKET PLACE DRIVE AND ACCEPT THE RENAMED PORTION OF MARKET PLACE DRIVE INTO THE CITY'S ROADWAY SYSTEM PURSUANT TO STREETS AND HIGHWAYS CODE § 1806.

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

A. On December 19, 2012, the City Council adopted Resolution Nos. 11548 and 11549 which, in addition to other actions, generally approved the Monterey Park Market Place Development;

B. The developer of the Market Place project, M&M Realty Partners, is constructing major street improvements on Greenwood Avenue that will tie into its on-site access road named Market Place Drive, and is requesting a change of street name from Greenwood Avenue to Market Place Drive in order to designate the Monterey Park entrance into the Market Place from Potrero Grande Drive;

C. That portion of the street is not yet part of the City's system. M&M Realty Partners requested that the City Council accept that street into the City's street system. The renaming of the street and its acceptance into the street system is collectively referred to as the "Project";

D. The City Manager, or designee, reviewed the Project's environmental impacts pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the CEQA Guidelines (14 California Code of Regulations §§15000, *et seq.)*. CEQA and the CEQA Guidelines are collectively referred to as "CEQA Regulations";

E. Streets and Highways Code §§ 1805 and 1806 require the City Council to accept a street or road into its official City Street System by resolution adopted by a 4/5th vote;

F. A street is defined as any territory set apart and designated for the use of the public as a thoroughfare for travel (Streets and Highways Code § 22010); and

G. The City Council finds that the requested street name change from Greenwood Avenue to Market Place Drive is necessary to attract

and direct patrons into the new Market Place Development that will ultimately benefit the local economy and residents of Monterey Park.

SECTION 2: *Environmental Review*. The Project is exempt from further review under the CEQA Regulations pursuant to CEQA Guidelines §§ 15061(b)(3) (the "Common Sense Exemption") and 15301 ("Existing Facilities").

SECTION 3: *Actions*. Based upon the foregoing, the City Council takes the following actions:

A. Changes the street identified in attached Exhibit "A," which is incorporated by reference, from "Greenwood Avenue" to "Market Place Drive."

B. Market Place Drive is accepted into the official City Street System for all purposes.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 2nd day of November, 2016.

_____
Mitchell Ing,
Mayor

ATTEST:

_____
Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
Exhibit “A” - Map

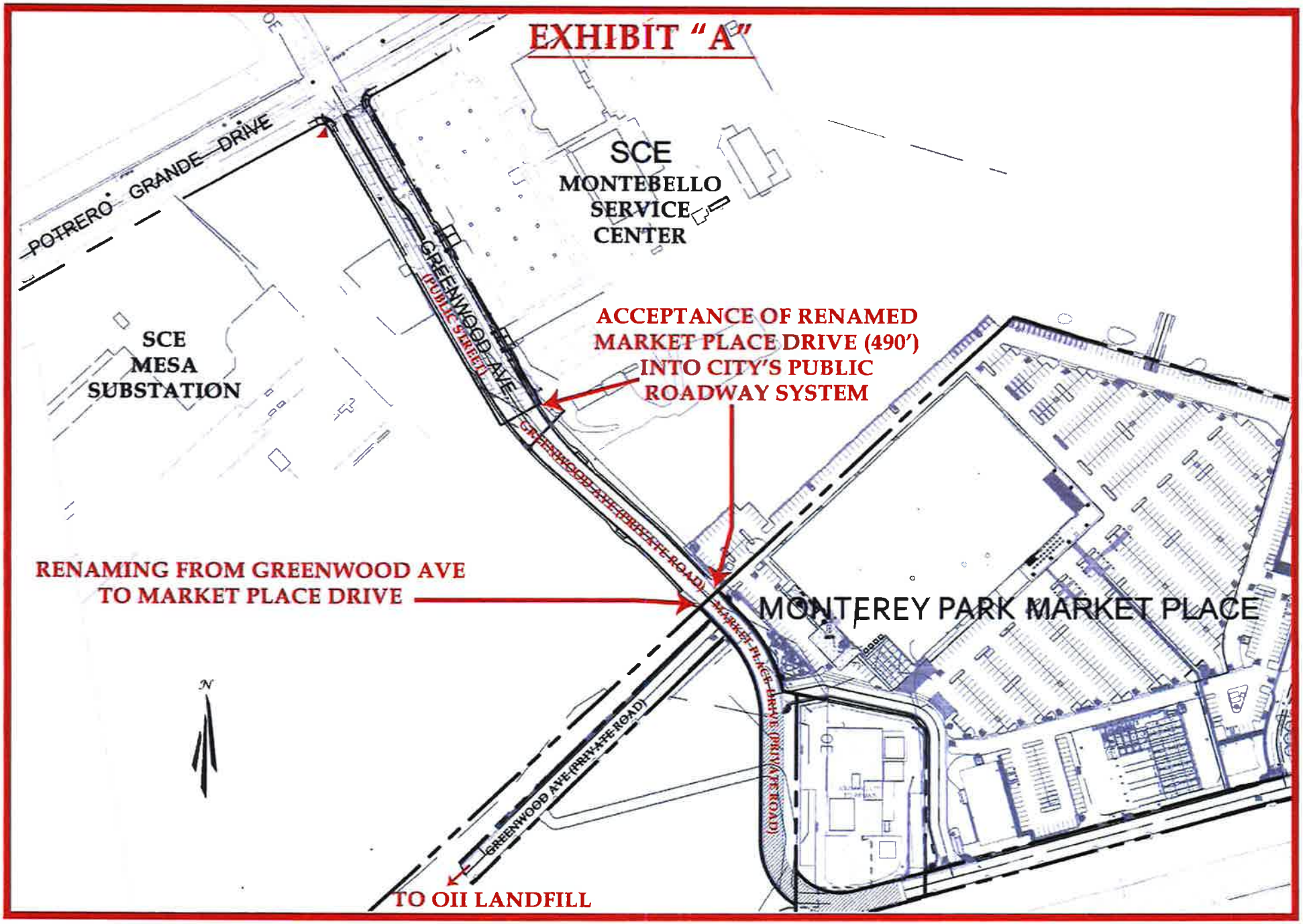
EXHIBIT "A"
POTRERO GRANDE DRIVE
SCE
MONTEBELLO
SERVICE
CENTER
SCE
MESA
SUBSTATION
GREENWOOD AVE
(PUBLIC STREET)
ACCEPTANCE OF RENAMED
MARKET PLACE DRIVE (490')
INTO CITY'S PUBLIC
ROADWAY SYSTEM
GREENWOOD AVE (PRIVATE ROAD)
RENAMING FROM GREENWOOD AVE
TO MARKET PLACE DRIVE
MONTEREY PARK MARKET PLACE
MARKET PLACE DRIVE (PRIVATE ROAD)
GREENWOOD AVE (PRIVATE ROAD)
N
TO OII LANDFILL